

Raleigh-Durham International Airport



Park Economy 3 Expansion – EV Charging Lot

RDU Project No. 080799

PROJECT MANUAL

Issued for Bid September 21, 2026

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NOTICE TO BIDDERS

Sealed bids will be received by the Raleigh Durham Airport Authority (the "Authority" or "Owner") in the office of the President and CEO at the Raleigh-Durham International Airport up to **11:00 AM** on **November 4, 2026,** and immediately thereafter publicly opened and read in Conference Room 100, at the Raleigh-Durham Airport Authority's Administration Building, RDU Airport, located at 1000 Trade Drive, Raleigh, NC 27623, for the furnishing of labor, material and equipment entering into the construction of the following Project:

Raleigh-Durham International Airport
Park Economy 3 Expansion – EV Charging Lot
RDU Project No. 080799

Complete plans, specifications and contract documents will be available for inspection on or about **September 21, 2026.** Such plans, specifications and contract documents can be downloaded in PDF format from the RDU.com website at:

https://www.rdu.com/do-business-with-rdu/

Drawings should be printed in 22"x 34" size for proper scale. Drawing dimensions govern. It is the responsibility of the Contractor to check for any posted addenda or additional information.

All Contractors are hereby notified that they must comply with any and all Federal or State Contractor Licensing Requirements including any requirements applicable for furnishing and installing the work depicted in bid documents. General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding general contracts.

Each bid shall be accompanied by a cash deposit or a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to but not less than 5% of the proposal or a bid bond of 5% of the bid executed as set forth in the Instruction to Bidders by a surety company licensed under the laws of North Carolina to execute such bonds. The deposits shall be made payable to the Owner and shall be retained by the Owner as liquidated damages in the event the successful bidder fails to properly execute the contract within ten (10) days after the award and to give satisfactory surety as required by law.

By submitting a bid, the Contractor certifies that it, and its proposed subcontractors, has under its direct control or at his disposal the personnel, equipment and materials required to execute the Project work as specified. Lack of such control or availability of personnel, equipment and materials shall constitute failure to properly execute the contract.

Performance and Labor and Material Payment Bonds will be required for 100% of the Contract Sum.

The Owner reserves the right to retain all bids for a period of 90 days after the scheduled closing time for receipt of bids. No bid may be withdrawn by a bidder within 90 days after the scheduled closing time for receipt of bids.

The Owner reserves the right to reject any or all bids and to waive informalities and minor irregularities.

It is the policy of the Raleigh-Durham Airport Authority (the "Authority") that neither the Authority nor its contractors, construction managers, consultants, service providers, subcontractors, subconsultants and vendors shall discriminate on the basis of race, color, religion, national origin, or gender in the award and performance of contracts, subcontracts and purchases. It is also the Authority's policy to remove barriers which may exist for small businesses to compete for contracts, subcontracts and procurement awarded by the Authority. The Authority has determined that it is necessary to establish and maintain a Small Business Program (Program or SB Program) to encourage equal opportunity for small businesses (SBs) to compete for employment as contractors, subcontractors, suppliers and service providers.

The Authority awards contracts without regard to race, religion, color, creed, national origin, gender, age or handicapping condition. The Authority's contracts are subject to the requirements of North Carolina law, and this contract will be awarded in accord therewith.

The SB Goal for SB participation on this contract represent the total dollars that will be spent with SBs as a percentage of the total contract amount, including any task orders and amendments. In accordance with the SB Program, the Authority will require that the selected firm must either meet the SB goal or demonstrate that the firm has made sufficient good faith efforts to meet the SB goal.

The Authority has set the following goal for Small Business (SB) participation in the Contract:

5% Small Business (SB)

A MANDATORY SB Workshop and Pre-Bid Conference is scheduled for **September 29, 2026 at 1:00 PM**, located in Conference Room 100 of the Authority's Administration Building, RDU Center, 1000 Trade Drive, RDU Airport, NC. The purpose of this workshop is to inform Bidders and prospective subcontractors of the Project and the requirements for meeting the SB goals set forth for this contract. **A site visit will directly follow the meeting.**

All questions concerning the Plans and Specifications during the bidding period must be emailed to the attention of Cheri Baxter, Sr. Contracts Administrator at cheri.baxter@rdu.com. Please insert "**Question(s) – PE3 EV Charging Lot**" as the subject for the email.

The Authority, the Project Management Team, and the Engineer are not obligated to respond to questions submitted verbally concerning interpretation of the Plans and Specification,

including those raised at the Pre-Bid conference, but shall instead direct the person or company raising the question to direct the question to the Owner as indicated herein.

The deadline for receipt of questions is **October 9, 2026 by 4:00 PM**. The Authority, The Project Management Team, and the Engineer do not commit, and are not obligated, to respond to all questions submitted in writing, but, in their sole discretion, may respond in the form of an addendum to questions which they believe require clarification of the Contract Documents. The Authority reserves the right to revise the schedule in its sole discretion.

No Phone Calls

RALEIGH DURHAM AIRPORT AUTHORITY
EQUAL OPPORTUNITY EMPLOYER

TAMMY HALL-ROBERTS
BOARD CHAIR

MICHAEL LANDGUTH
PRESIDENT & CEO

INSTRUCTIONS TO BIDDERS

Bids to be considered must be in accordance with the following instructions:

1. BIDS

Bids must be made in strict conformity with the "Bid Form" provided and these Instructions to Bidders. The Bid may be detached from the other Contract Documents. All blank spaces for bids and bid alternatives must be properly filled in (written in ink or typed). Unit prices and total prices shall be stated in figures where required. The total amount bid shall be stated figures in the proper place in the Bid form. The completed form shall be without alterations or erasures.

The Bidder shall complete the form of Bid as follows:

(A) If the documents are executed by a sole proprietor, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.

(B) If the documents are executed by a partnership, that fact shall be evidenced by the word "Partner" appearing after the name of the partner executing them.

(C) If the documents are executed by a corporation, they shall be executed in the name of the corporation by either the President or the Vice President and attested by the Secretary or Assistant Secretary and its seal shall be impressed on each copy of the documents.

(D) All signatures must be in ink and properly witnessed.

Bids from Contractors must be received by the Due Date and Time specified and delivered to the flowing locations:

If Delivered by United Parcel Service (UPS): Raleigh-Durham Airport Authority Attn: Cheri Baxter, Sr. Contracts Administrator RDU Center 1000 Trade Drive Morrisville, NC 27560 Raleigh-Durham Airport Authority	**If Delivered by FedEx:** Raleigh-Durham Airport Authority Attn: Cheri Baxter, Sr. Contracts Administrator RDU Center 1000 Trade Drive RDU Airport, NC 27623 Raleigh-Durham Airport Authority
If Delivered by United States Postal Service (USPS): Raleigh-Durham Airport Authority Attn: Cheri Baxter, Sr. Contracts Administrator RDU Center PO Box 80001 RDU Airport, NC 27623 Raleigh-Durham Airport Authority	**If Hand Delivered to RDU Authority Building**: Raleigh-Durham Airport Authority RDU Authority Building (at the Cell Phone Lot) Attn: Cheri Baxter, Sr. Contracts Administrator RDU Center 1000 Trade Drive RDU Airport, NC 27623

Bids shall be enclosed in a securely sealed envelope or package marked "Bid" and bearing the title of the work, the name and business address of the Bidder and the Bidder's contractor's license number. It shall be the responsibility of the Bidder to deliver his bid to the proper official at the appointed time and prior to the announced time for the opening of bids. Later delivery of the bid for any reason shall disqualify the bid. A Bidder may withdraw a bid provided that the Bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Modification or withdrawal of bids will be acceptable only if delivered in writing (**including email to Cheri.Baxter@rdu.com**) to the Owner prior to the time for opening of bids. Should the Bidder find discrepancies in or omissions from the drawings or Contract Documents or should he or she be in doubt as to their meaning, he/she shall at once notify the Owner who, when necessary, will send a written instruction to all Bidders. Neither the Owner nor its representatives will be responsible for providing any oral instruction. ****No Phone Calls****

2. BID SECURITY

Each bid shall be accompanied by a cash deposit, or a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, or a duly executed bid bond in an amount equal to not less than five percent (5%) of the bid, said deposit to be retained by the Owner as liquidated damages should the successful Bidder fail to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law. Bid bonds shall be executed under seal by the

Bidder and by the surety and shall be written on the AIA standard form of bid bond, current as of the date of the bid.

3. ADDENDA

Any addenda to the Contract Documents issued during the time of bidding will be considered a part of the Contract Documents and will become a part of the Contract. Receipt of addenda shall be acknowledged by the Bidder on the Bid form in the space provided.

4. CONSIDERATION OF "OR EQUAL" PRODUCTS

Prospective Bidders desiring to furnish proposed substitute materials and products must deliver submittals for consideration by the Engineer not less than 14 calendar days after the date established for the Notice to Proceed. Submittals shall be in compliance with the Special Conditions and Technical Specifications.

5. INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the Bid Form. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of Bids and the award of the contract. The Owner does not expressly or by implication agrees that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities or work performed or materials furnished in accordance with the Plans and Specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

6. SMALL BUSINESS (SB) PROGRAM

A. Introduction

It is the policy of the Raleigh-Durham Airport Authority (the "Authority") that neither the Authority, its contractors, service providers, subcontractors nor vendors, shall discriminate on the basis of race, color, religion, national origin, or gender in the award and performance of contracts, subcontracts and purchases. The Authority has established a Small Business Program (SB Program) to encourage equal opportunity for small businesses (SBs) to compete for business opportunities with the Authority. For more information about Small Business Program requirements, see the Small Business Program Requirements Exhibit.

The Authority awards contracts without regard to race, religion, color, creed, national origin, gender, age or handicapping condition. The Authority's contracts

are subject to the requirements of North Carolina law, and this contract will be awarded in accord therewith.

B. Small Business (SB)

In order to credit the participation of SBs on Authority procurements towards the Authority's SB Goals, the Authority requires that small businesses be certified as such. Firms may pursue either of the following two options for obtaining SB certification for Authority projects:

(1) Documentation of Compliance with Authority Size Standard. Firms must submit documentation verifying that the firm's average annual gross receipts over the preceding five years do not exceed $3,000,000. Documentation mut include the firm's prior five years of federal business tax returns (or all prior federal business tax returns, if the firm has existed for less than five years).

(2) NCDOT SBE Firms. Firms that are currently certified as Small Business Enterprises by the North Carolina Department of Transportation may obtain SB certification for Authority projects by submitting documentation of their current NCDOT SBE certification along with a copy of the firm's most recent federal business tax return.

For both of the above options, the firm must submit the required documentation along with a completed certification application. The Authority may, in its sole discretion, request additional supplemental documentation (as determined by the Authority) including but not limited to articles of incorporation. The Authority retains the right and ability to review a SB's certification qualifications and to reject certification of any SB on all Authority procurements and contracts.

C. SB Goal

The SB Goal for SB participation in this contract represents the total dollars that will be spent with SBs as a percentage of the total contract amount, including any change orders.

SB Goal:	The goal for Small Business participation is **five percent (5%)**

In accordance with the SB Program, a bidder must either meet the SB Goal or demonstrate that the bidder has made sufficient good faith efforts to meet the SB Goal. If the bidder does not meet the SB Goals, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Authority that it has made good faith efforts to meet the SB Goal.

D. SB Program Provisions

All bidders shall agree by the submission of a bid for this project that SBs have the maximum opportunity to participate in the performance of contracts and subcontracts. All bidders are hereby notified that failure to carry out the obligations of the SB Program will constitute a breach of good faith in dealing with the Authority, and the Authority will take any and all actions permitted by law to ensure compliance by all

Contractors[1] engaged by it. Failure to meet or exceed the SB Goal or to make a good faith effort to meet the SB Goal and to adequately document such efforts to the Authority will be grounds for disqualifying a bid as non-responsive. Bidders specifically agree to comply with all applicable provisions of the SB Program and any amendments thereto.

E. Required Documentation – Bid Submission

Each proposer must submit for all solicitations or proposals, completed SB Program forms as outlined below.

1. **Appendix 1A: Schedule of Small Business Subcontractors**
   a. Must be submitted at the time of proposal submission
   b. Must list each SB submitted towards SB Goal credit
2. **Appendix 1B: SB Certification Status**
   a. Must be submitted at the time of proposal submission
   b. Must list each SB submitted towards SB Goal credit
3. **Appendix 2: Good Faith Effort Checklist**
   a. Must be submitted at the time of proposal submission
4. **Appendix 3: Statement of Intent to Perform Work Without Subcontracting**
   a. Must be submitted at the time of proposal submission, if bidder is proposing to self-perform
   b. If SB Goal is not met, requires supplemental documentation
5. **Appendix 4: Intent to Perform as a Subcontractor**
   a. Signed and executed form for each SB subcontractor identified on Appendix 1A and 1B
   b. Submitted within 3 business days of the proposal opening
6. **Appendix 5: Intent to Perform as a Supplier**
   a. Signed and executed form for each SB subcontractor identified on Appendix 1A and 1B
   b. Submitted within 3 business days of the proposal opening

F. Good Faith Effort Requirements

Each bidder shall submit documentation which demonstrates that it made good faith efforts to meet the SB goal. The requirement to submit documentation that the goal has been met or good faith documentation in the manner prescribed by the Authority is considered a matter of responsiveness. Further, bidders who do not meet the SB Goal may be required to provide additional evidence of its good faith effort. Efforts that are merely pro-forma are not good faith efforts to meet the requirements of the SB Program.

The Authority shall be the sole arbiter to determine if a bidder has made a reasonable good faith effort toward SB participation in its bid. The Authority will also consider

[1] Contractor - A firm that enters into a Contract with the Authority. The term "Contractor" includes consultants, architects, engineers, suppliers and providers of tangible goods and services.

if, given all relevant circumstances, the bidder's efforts could reasonably be expected to produce a level of SB participation sufficient to meet the goal. The Authority will consider the quality, quantity and intensity of the different kinds of efforts a bidder has made. In evaluating a bidder's good faith efforts submission, the Authority will only consider those documented efforts that occurred prior to the good faith effort submission. The Authority reserves the right to reject any and all bids submitted and to reject the bid of any bidder who fails to make a good faith effort and submit timely, satisfactory evidence of its good faith effort. If good faith effort documentation is requested, it shall include a specific response and supplementary documents regarding the bidder's efforts regarding the following:

1. Selecting portions of the work to be performed by SBs in order to increase the likelihood that the SB goals will be achieved.
2. Negotiating in good faith with interested SBs. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBs to perform the work. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from SBs.
3. Not rejecting SBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
4. Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the SB goal.

Appendix 2 of the bid documentation requires specific responses to the following:

1. Did bidder attend the pre-bid or pre-proposal conference?
2. Did bidder advertise contractual opportunities in general circulation, trade association, or small business-focused media concerning opportunities? Was advertising specific to the project in question?
3. Did the bidder provide satisfactory written solicitations requesting participation of SBs that reasonably could have been expected to submit a quote that were known to the Contractor or available on state or local government maintained lists no later than 10 days prior to the bid opening?
4. Did the bidder provide SBs with:
5. adequate description of all work to be contracted?
6. adequate information about the location of the plans, specifications, and requirements of the contact?
7. date the quotation was due to the bidder?
8. Did the bidder follow-up initial solicitations of interest either electronically, in person or by telephone to determine if the SB was interested in participation?

9. Did bidder break down or combine elements of work to be performed by SBs into economically feasible units in order to facilitate small business participation?
10. Did bidder make available or provide prospective SBs with plans, specifications, and requirements for the work to be subcontracted at least 10 days before bids or bids were due?
11. Did the bidder negotiate in good faith with SBs?
12. Did the bidder offer assistance to interested SBs in obtaining bonding or insurance required by the Authority or by the bidder?
13. Did the bidder work with small business trade, community or contractor organizations identified by the Authority, NC HUB Office or the NC Department of Transportation or included in the bid documents that provide assistance in the recruitment and placement of SBs?
14. Did bidder provide assistance to otherwise qualified SBs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies or letters of credit, including waiving credit that is ordinarily required, or assist SBs in obtaining the same unit pricing with bidder's suppliers in order to help SBs in establishing credit?

G. Self-Performance

Self-performance does not exempt bidders from SB Program requirements. Notwithstanding the fact that a bidder may have the capability to complete a total project with its own work force, and without the use of subcontractors/subconsultants, all Authority contractors are required to demonstrate sufficient good faith efforts to subcontract with and/or procure supplies/services with SBs in its subcontractor/ subconsultant or supplier service area. Bidders that do not meet the SB Goal and desire to self-perform the entire contract must comply with each of the following Good Faith Effort provisions. Failure to do so shall constitute grounds for rejection of the Bid or Proposal:

1. It is a normal and necessary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subcontractors. **The bidder has substantiated this by providing documentation of at least three (3) other projects within the last two (2) years on which they have done so.**
2. The bidder was unable to locate SBs which could provide significant goods or materials for use in conjunction with this contract. **The bidder has substantiated this by providing documentation.**
3. The bidder has a valid business reason for self-performing all work on the contract as opposed to subcontracting with a SB. **The bid must describe the valid business reason for self-performing and submit with its bid documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.**

4. The bidder will provide equal opportunity to SBs to participate in significant material supplier opportunities available under the prime contract and to document good faith efforts as required herein.

5. If it should become necessary to subcontract some portion of the work at a later date, the bidder will notify the Authority and institute good faith efforts to comply with all requirements of the SB program in providing equal opportunities to SBs to subcontract the work.

H. Counting SB Participation

1. SB Prime Contractors and Consultants - If an SB is the Prime Contractor, the participation of the SB Prime which is not subcontracted to another firm (or firm) is counted towards the SB commitment. Prime Contractors (including SB Prime Contractors) are responsible for meeting the SB commitment.
2. Subcontractor/ Subconsultant – If the Contractor, consultant or service provider utilizes an SB as a subcontractor or subconsultant to perform services, the Authority counts 100% of the value of the Commercially Useful Function[2] the SB performs toward satisfaction of the SB Commitment[3]. The Authority will allow the Contractor to count only the value of the work actually performed by the SB toward SB Commitment. This amount should include the cost of supplies and materials obtained by the SB for the work of the contract, including supplies purchased or equipment leased by the SB (except supplies and equipment the SB Subcontractor purchases or leases from the Contractor).
3. SB suppliers – In service, construction and construction-related professional service contracts, a Contractor may count 60% of its expenditures to SB suppliers that are not manufacturers toward achievement of the contract goals, provided that the SB Supplier performs a Commercially Useful Function in the supply process.
4. SB manufacturers – The Contractor may count 100% of all expenditures for materials, supplies and equipment obtained from an SB manufacturer toward the SB Goal. A SB manufacturer is a supplier that produces goods from raw materials or substantially alters them before resale.

I. SB Program Requirements

1. Agreements between a bidder and an SB in which the SB promises not to provide subcontracting quotations to other bidders are prohibited.

2. Bidders shall provide identifying information for all SB subcontractors and suppliers who it proposes to engage in carrying out and completing the work called for by this bid. Following the opening of the bids, no change shall be made in any of the SB subcontractors proposed to be engaged by the bidder

[2] Commercially Useful Function - A function performed by a firm when it is responsible for supplying goods or executing a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved

[3] SB Commitment - SB utilization that a contractor/consultant commits to achieve for a contract at contract award.

without the prior written consent and approval of the Authority. If the Contractor proposes to terminate or substitute a SB subcontractor or supplier after submitting a bid, the Contractor must make good faith efforts to find a substitute SB subcontractor for the original SB to meet its SB commitment. Its good faith efforts shall be directed at finding another SB to perform or provide at least the same amount of work, material or service under the contract as the original SB to the extent necessary to meet its SB commitment. The Contractor must give the SB notice in writing, with a copy to Authority, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. All substitutions shall be coordinated with and approved by the Authority prior to being made.

3. The Contractor has a continuing obligation to meet the SB utilization to which it committed at contract award, inclusive of change orders, amendments, and modifications.
4. The Contractor shall maintain records and submit monthly reports of SB payments, concurrent with the Contractor's submission of payment requests with each invoice. The report shall include a certification by the Contractor regarding payment to each SB subcontractor for the prior month's work. These reports will be certified as true and correct by an appropriate company official. To ensure that the Contractor meets all its SB commitment, the Authority will review the Contractor's SB utilization throughout the term of the contract, including any term extensions of the original contract period.
5. Upon the Authority's request, the Contractor shall provide Authority access to books, records, accounts and personnel needed for SB compliance review. Such access will be used for, among other purposes, determining SB participation and compliance with the SB Program. Determination(s) regarding Contractor's compliance with the SB Program may be considered and have a bearing on consideration of the Contractor for award of future contracts.

J. Required Documentation –SB Program Compliance

As referenced above, the Contractor must maintain compliance with the SB Program provisions throughout the contract. To ensure that the Contractor meets its SB commitment, the Authority will review the Contractor's SB participation throughout the term of the Contract, including any term extensions from the original Contract period. The SB participation is determined by the total SB participation in relation to the total dollar value of contract as paid to the Prime Contractor. If a Contract includes an SB commitment, the Contractor must report all SB payments using the Authority's Small Business Contract Compliance System (CCS) and submit verifying information as outlined below, concurrent with the Contractor's submission of each payment request.

1. **Contractors are required to report all payments using the Authority's Small Business Contract Compliance System.**
2. A Contractor cannot terminate, substitute or otherwise change the terms of its Final Schedule of Subcontractors prior to or after Contract award without the

prior written consent of the Authority. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for an SB subcontractor with its own forces or those of an affiliate, a non-SB or another SB. **This request must be made using the Authority's Small Business Contract Compliance System. Contractors must obtain prior approval through the CCS.**

Questions concerning the SB Program can be addressed to the Authority's Director of Small Business Programs, Ms. Thiané Carter, via e-mail at thiane.carter@rdu.com.

7. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The Bidder shall carefully examine the site of the work contemplated, the plans and specifications, and the Bid and contract forms therefor. The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and scope of work to be performed; the quantities of materials to be furnished; and as to the conditions and requirements of the Bid form, plans, specifications, and contract under which his bid is offered.

A Bidder or Contractor is cautioned to make such independent investigation and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work with respect to possible local material sources, the quality and quantity of material available from such property, and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

If the work is located in controlled-access (non-public) areas of the airport. A site visit will directly follow the Prebid conference as discussed in Section 8. No other site visits will be permitted.

8. PREBID CONFERENCE, EXAMINATION OF CONDITIONS AND MINORITY OR WOMEN-OWNED SMALL BUSINESSES WORKSHOP

A **MANDATORY** Pre-bid Conference and SB Workshop is scheduled for **September 29, 2026 at 10:00 AM**. **A site visit will directly follow the meeting.**

The Pre-bid Conference will be held in Conference Room 100 of the Authority's Administration Building, RDU Center, 1000 Trade Drive, RDU Airport, NC. The purpose of the conference is to give all Bidders an opportunity to ask questions concerning the Plans, Specifications, and Contract Documents. The purpose of the SB Workshop is to give all Bidders and subcontractors an opportunity to ask questions concerning the SB Program.

9. CONTRACTOR QUALIFICATIONS

All contractors are hereby notified that they must comply with any and all Federal or State Contractor Licensing Requirements. General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding general contracts.

Contractors shall have completed three (3) projects of similar scope involving the installation of bag lift systems within the last five (5) years. Contractors shall provide a write-up of these projects with their bid. Each referenced project must: 1) Have been substantially completed and 2) be comparable in scope, complexity, and size

10. BID ALTERNATES

None.

11. AWARD OF CONTRACT

The award of the contract will be made to the lowest responsible Bidder as soon as practicable; provided that in the selection of equipment or materials or contract time, a contract may be awarded to a responsible Bidder other than the lowest in the interest of standardization, ultimate economy or time of commencement and completion if the advantage of such standardization, ultimate economy or time of commencement and completion is clearly evident. The Owner reserves the right to waive informalities and minor irregularities. The Owner may require the apparent low Bidder to qualify himself/herself to be a responsible Bidder by furnishing financial statements, evidence of experience in completion of similar projects, the names of holders of trade licenses and similar information.

If the initially successful Bidder defaults or otherwise is unable to enter into a contract with the Owner, then the Owner reserves the right to award a contract to the next lowest responsible and responsive Bidder.

The Owner reserves the right to reject any and all bids, in whole or in part: by deeming the offer unsatisfactory as to quality or quantity, delivery, or price offered; for non-compliance with the requirements or intent of this solicitation; for lack of competitiveness; for error(s) in specifications or indications that revision would be advantageous to the Owner; as a result of the cancellation of, or other changes in, the intended project; as a result of a determination that the proposed requirement is no longer needed; for lack of available funds; because of circumstances that prevent determination of the best offer; or by any other determination that rejection would be in the best interest of the Owner. The Owner reserves the right to reject any bid as non-responsive if the bid fails to include any of the required information on the

required forms in the specified order. If all bids are rejected, the Owner will send an email or letter to all Bidders informing them that all bids were rejected.

12. CANCELLATION OF AWARD

The Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and Notice to Proceed has been issued and approved by the Owner.

13. CORRECTION OF BID ERRORS

The provisions of this article shall apply to irregularities and correcting apparent clerical errors and omissions in the "unit bid price" and "amount bid" for bid items.

A. Omitted Unit Bid Price--Amount Bid Completed--Quantity Bid on Is One Unit:

In the case of a bid item for which the "amount bid" is completed, but the "unit bid price" is omitted and the "quantity" shown in the Bid for the bid item is only one unit, the "unit bid price" shall be deemed to be the same as the amount bid for that item and shall constitute the "contract unit price" for that bid item.

B. Omitted Unit Bid Price--Amount Bid Completed--Quantity Bid on Is More Than One Unit:

In the case of a bid item for which the "amount bid" is completed (extension of the "unit bid price" by the quantity), but the "unit bid price" is omitted and the "quantity" shown in the proposal for the bid item is more than one unit, the "unit bid price" shall be deemed to be the amount derived by dividing the "amount bid" for that item by the quantity shown in the proposal for that item and shall constitute the "contract unit price" for that bid item.

C. Discrepancy in the "Unit Bid Price" and "Amount Bid":

In the case of a bid item in which there is a discrepancy between the "unit bid price" and the extension for the bid item ("amount bid"), the "unit bid price" shall govern. As an exception to the above, the extension for the bid item ("amount bid") shall govern when the discrepancy consists of an obvious clerical mistake in the "unit bid price" consisting of the misplacement of a decimal point. The correction to the "unit price bid" will be made when the following two conditions are met:

1. The corrected "unit bid price" multiplied by the quantity equals the "amount bid" for the bid item.
2. The corrected "unit bid price" is closer to the engineer's estimate and the individual bids for the contract item than the uncorrected "unit bid price".

14. PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS

The Contractor shall furnish surety bonds in the form indicated in the contract documents executed by a surety company authorized to do business in North Carolina. **Each such bond shall be in an amount equal to one hundred percent (100%) of the contract price.** A separate security shall be provided each for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection therewith.

15. INSURANCE

The Bidder's attention is called to the Insurance Requirements of the Form of Agreement. The Bidder shall advise his/her insurer on the particulars of the contract insurance requirements in the Agreement and make certain that the insurer is able and willing to completely fulfill these requirements. Prior to execution of a contract, it will be necessary for the Contractor to provide an insurance certificate with the appropriate language required and the endorsements as specified, including an endorsement clearly stating that the Contractor's insurance is primary, non-contributing.

Accordingly, the Bidder is required to submit with his/her bid the Insurer's Letter of Commitment, completed and signed by the Bidder and its proposed insurer. The form for the Insurer's Letter of Commitment follows these "Instructions to Bidders."

End of Instructions to Bidders

BID FORM FOR
Raleigh-Durham International Airport
Park Economy 3 Expansion – EV Charging Lot
RDU Project No. 080799

TO: Raleigh-Durham Airport Authority
P.O. Box 80001
RDU Airport, NC 27623

FROM: _____
Bidder Company Name

Contact: _____ Phone: _____

Email: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this Bid as principal or principals is or are named herein and that no person other than those herein mentioned, has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or Bid; and that it is in all respects fair and in good faith without collusion or fraud.

A bidder shall be considered disqualified for any of the following reasons, among others:

(a) Submitting more than one Bid from the same partnership, firm, or corporation under the same or different name.

(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Authority until any such bidder has been reinstated by the Authority as a qualified bidder.

The bidder further declares that it has examined the site of the work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done, that it has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that it has satisfied itself relative to the work to be performed. In case of conflict between words and figures, the words will govern.

The bidder proposes and agrees that if this bid is accepted, to contract with the Raleigh-Durham Airport Authority in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to perform all construction in full and complete agreement with the plans and specifications and contract documents to the full and entire satisfaction of the Raleigh-Durham Airport Authority as computed from the schedule of unit prices hereinafter shown. The quantities of work shown by unit prices are approximations only and the contract price will be based on the actual quantities included in the work.

The Authority reserves the right to reject any or all bids or sections thereof or to accept such bids or sections thereof, as it appears in its judgment to be in the best interest of the Authority.

The bidder agrees, if awarded the contract, to commence work on the commencement date stated in the Notice to Proceed or within ten (10) days after such specified commencement date.

The bidder agrees, if awarded the contract, to achieve Substantial Completion of all Work within **120 calendar days**, not including Moratorium days, from and including the specified commencement date indicated in the Notice to Proceed, which shall be as calculated in accordance with Paragraph B of the Special Conditions. Further requirements and description of interim contract time(s), are contained in Paragraph B of the Special Conditions.

Liquidated damages for failure to achieve Substantial Completion of all Work hereunder within the specified Contract Time are fixed at **$500.00 per day** for each consecutive calendar day by which the Substantial Completion date exceeds the specified Contract Time. Further requirements and definition of liquidated damages, and description of interim liquidated damages per phase, are contained in Paragraph B of the Special Conditions.

These damages will also be in addition to any other damages, penalties, or retainages that may be assessed and withheld under other provisions of the Contract Documents. Liquidated damages will be assessed for each consecutive calendar day by which the date of Substantial Completion exceeds the end day of the specified Contract Time. These damages will be assessed separately for each date or duration not met and the total amount assessed will be cumulative.

The Owner reserves the right to retain all bids for a period of 120 days after the scheduled closing time for the receipt of bids. No bid shall be withdrawn by a bidder within 120 days after the scheduled closing time for the receipt of bids. Should the successful bidder default and not execute a contract, the contract may be offered to the next lowest and responsible bidder.

BOND:
The Undersigned agrees, if awarded the contract, to furnish and deliver to the Owner within 10 days following receipt of notice of the award, a signed Contract, satisfactory Performance and Labor and Material Payment Bonds, each in an amount of 100% of the Contract Price, and all required certificates of insurance and insurance policy endorsements.

CERTIFIED CHECK OR BID BOND:
The bidder further agrees that in the case of failure on his part to execute said contract and provide the required bonds and certificates of insurance within ten (10) consecutive

calendar days after written notice is given of the award of contract, the certified check, cash, or bid bond accompanying this bid shall be paid into the hands of the Authority as liquidated damages for such failure. Otherwise, the certified check, cash, or bid bond accompanying this Bid shall be returned to the undersigned bidder.

CONTRACTOR'S LICENSE, QUALIFICATIONS AND PERFORMANCE REQUIREMENTS:

The undersigned certifies that it, or its subcontractor(s), complies with any and all Federal and State Contractor Licensing Requirements including any requirements applicable for the work depicted and described in the bid documents prepared by the Engineer.

OWNER'S RIGHT OF REJECTION

The Authority reserves the right to reject any or all bid(s), or sections thereof, as it appears in its judgment to be in the best interest of the Authority.

SB OBLIGATION

The contractor agrees to ensure that Small Businesses have the maximum opportunity to participate in the performance of the contracts and subcontracts. In this regard, all contractors shall take all necessary and reasonable steps to ensure that Small Businesses have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this or subsequent subcontractors.

ADDENDA RECEIVED:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Work Item Description:

Provide all materials, tools, labor, and incidentals to accomplish the work **"Raleigh-Durham International Airport – Park Economy 3 Expansion – EV Charging Lot, RDU Project No. 080799"** located at the Raleigh Durham International Airport as depicted on drawings and as described in the specifications created by Andre Johnson Architect. The work, as well as the bid price listed, shall include all necessary permitting, licensing, and taxes to complete construction.

ALL INFORMATION REQUIRED WITH BID

LUMP SUM TOTAL BASE BID

$ _____

The amount set forth above is a fixed, lump-sum, all-inclusive price for providing all materials, tools, labor, and incidentals to accomplish all Work set forth in and required by the Contract Documents and is based on the bidder's own, independent quantity takeoff and estimates. Notwithstanding anything to contrary in the Contract Documents, the price set forth above will not be adjusted if the quantity of Work is more or less than estimated by bidder. By submitting a Bid, bidder agrees to perform all Work required for under the Contract Documents for the total, lump sum amount set forth above. Drawings and Specifications take precedence over the Base Bid.

Respectfully submitted this _____ day of _____, 20____.

_____
(Name of Bidder)

_____
(Address of Bidder)

_____

(Corporation)

By:_____ Corporate Seal
President

Attest:_____
Secretary

(Partnership)

By:_____

Title:_____

Witness:_____

(Proprietorship)

By:_____

Title:_____

Witness:_____

BID SECURITY

Attach Bid Security herein:

POWER OF ATTORNEY

Attach Power of Attorney herein:

(This form may be copied)

INSURER'S LETTER OF COMMITMENT

(To be submitted with the Bid)

We, the _____,
(Name of proposed insurer or agent)

on behalf of _____,
(Bidder's name)

have been advised and have become fully aware of the insurance requirements dictated in the bid documents for the Raleigh-Durham Airport Authority project entitled, **"Raleigh-Durham International Airport – "Park Economy 3 Expansion – EV Charging Lot, RDU Project No. 080799"**. We understand that time is of the essence in terms of initiating and completing this work, and, accordingly, upon the offer of a Contract to the Bidder named above, we will immediately offer the Bidder documentation of the required coverages.

_____
Signature and printed name of Insurer

_____
Date

_____
Signature and printed name of Bidder

_____
Date

SB FORMS

Raleigh-Durham Airport Authority
SMALL BUSINESS FORMS INSTRUCTIONS

Complete each form as applicable. For questions, contact the RDUAA Small Business Program Office (919-840-7712).

BIDDING/ PROPOSAL FORMS – SUBMIT WITH BID OR PROPOSAL

Form Name: Appendix 1A – Schedule of Small Business Subcontractors & Suppliers
For Use: List all subcontractors, subconsultants, and suppliers used to meet the SB goal
Instructions: List the name, certification type, dollar value, and percentage of each SB contract. Percentage represents a percentage of the total bid; supplier values are counted 60% of goods supplied. Prime contractor signs the form.

Form Name: Appendix 1B – SB Certification Status
For Use: List the certification type of each firm listed in Appendix 1A
Instructions: List the certification type of each SB subcontractor listed in Appendix 1A. Indicate whether business size verification has been submitted to RDUAA Small Business Program Office (if required).

Form Name: Appendix 2 – Good Faith Effort Checklist
For Use: Complete and submit with bid if the SB goal is not met
Instructions: Indicate what efforts were undertaken to achieve the SB. Provide additional documentation as necessary.

Form Name: Appendix 3 – Self Performance Form
For Use: Complete if the SB goal is not met and the Prime Contractor intends to perform the contract all the work
Instructions: Complete and submit with bid.

Form Name: Appendix 4 & 5 – Intent to Perform as a Subcontractor/ Intent to Perform as a Supplier
For Use: Complete for each proposed SB subcontractor and supplier
Instructions: Each SB subcontractor and supplier should complete and sign the form which indicates the amount and scope of work for each vendor under the Prime Contract. **Must be signed by the SB firm.**

Form Name: Appendix 6 – Trucking Utilization Plan
For Use: Complete if SB trucking/hauling firms are used to meet the SB goal.
Instructions: Complete and submit with bid.

Raleigh-Durham Airport Authority
SCHEDULE OF SMALL BUSINESS SUBCONTRACTORS & SUPPLIERS

Project/ Contract Name: _____

Bidder/ Proposer Name: _____

Bidder Contact Name: _____ **Bidder E-Mail Address:** _____

Bidder Phone Number: _____

SB Contract Goal: _____ **SB Proposed Participation:** _____

Instructions:
As part of the procedures for the submission of proposals, all bidders/contractors are required to identify Small Business (SB) subcontractors/suppliers and service providers identified at of time of the bid, using the attached forms. The Authority must verify the certification status for all SBs proposed for utilization on this project. Each contractor/supplier listed on this sheet must have a corresponding "SB Certification Status" form (Appendix 1B). Attach additional sheets as necessary.

Name of Subcontractor (incl. service providers and associated equipment/supplies)	**Description of Subcontract or Service to be Performed**	**Dollar Amount of SB Participation**	**% of SB Participation**

See Appendix 5 – Intent To Perform/Contract - Supplier

Name of Supplier (Materials/ Equipment Supplier Only)	**Description of Equipment or Materials Supplied**	**Total SB Contract Amount**	**Credited SB Participation** *(60% of Total SB Contract Amt.)*	**% SB Participation** *(Credited SB Participation/ Total Bid Amount)*

Dollar Amount of Work to be Completed by SB Subcontractors or Service Providers	$
Total Credited Participation from SB Suppliers	$
Total Amount of Bid/Proposal	$

Prime Contractor's Certification

I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise good faith efforts may result in being considered non-responsive to the solicitation. It is understood and agreed that, if awarded a contract by the Authority, the contractor will not make additions, deletions, or substitutions to the Small Businesses on this certified list without the written consent of the Authority. A request for approval to replace a SB may only be made by submitting a Request for Approval of Change to Schedule of Subcontractors. It is understood that the Authority may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable subcontractors/Contractors participating on the Contract. The Authority reserves the right to ensure compliance with the SB Program to include status reports and audit of submitted SB information as deemed necessary.

Signature of Authorized Representative: _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

Raleigh-Durham Airport Authority
SMALL BUSINESS CERTIFICATION STATUS

Bidder/ Proposer Name: _____

Project/ Contract Name: _____

SB Contract Goal: _____ **Proposed SB Participation:** _____

Instructions:
As part of the procedures for the submission of bids/ proposals, each subcontractor/supplier listed in the Schedule of Small Business Subcontractors (Appendix 1A) must have a corresponding listing on this form. Firms must be listed as certified in the Authority's directory **prior** to bid opening in order to be counted for participation. Attach additional sheets as necessary.

Subcontractor Name	Subcontractor Telephone	Subcontractor E-mail Address
Subcontractor City, State	**Goods/ Service Supplied:**	

Subcontractor Name	Subcontractor Telephone	Subcontractor E-mail Address
Subcontractor City, State	**Goods/ Service Supplied:**	

Subcontractor Name	Subcontractor Telephone	Subcontractor E-mail Address
Subcontractor City, State	**Goods/ Service Supplied:**	

Prime Contractor's Certification

I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise good faith efforts may result in being considered nonresponsive to the solicitation.

Signature of Authorized Representative: _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

Raleigh-Durham Airport Authority
GOOD FAITH EFFORT CHECKLIST - PAGE 1

Good Faith Efforts: A Bidder may be eligible for award if it meets the SB goal, documenting commitments for sufficient participation by SB firms. A Bidder may also be eligible for award if it provides documentation of adequate good faith efforts. This means the Bidder must show that it took all necessary and reasonable steps to achieve a SB goal which by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient SB participation. This checklist below represents the types of activities which may be used to demonstrate adequate good faith efforts. The checklist is not a demonstration of good faith efforts.

1. This checklist should be submitted with the bid documents.
2. **Each item marked "Yes" below must be accompanied by supplemental documentation, upon request.** Documentation must be submitted within 3 business days following the request. Failure to submit supporting documentation may result in the bid being considered non-responsive to bid specifications.

Criteria	Response	Supplemental Documentation Examples
1. Did bidder attend SB pre-bid or pre-proposal conference?	☐ Yes ☐ No	This may include attendance at pre-bid and business matchmaking meetings and events (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in)
2. Did bidder advertise contractual opportunities in general circulation, trade association, or minority-focus media concerning opportunities? a. Was advertising specific to the project in question?	☐ Yes ☐ No	Evidence of advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals
3. Did the bidder provide satisfactory written solicitations requesting participation of SBs that reasonably could have been expected to submit a quote that were known to the Contractor or available on state or local government-maintained lists no later than ten (10) days prior to the bid opening?	☐ Yes ☐ No	Evidence of written notices or emails to all SBs listed in the RDUAA or NCDOT SB directory that specialize in the areas of work desired and which are located in the area or surrounding areas of the project
4. Did the bidder provide SBs with: a. adequate description of all work to be contracted? b. adequate information about the location of the plans, specifications, and requirements of the contact? c. date the quotation was due to the bidder?	☐ Yes ☐ No	
5. Did the bidder follow-up initial solicitations of interest electronically, in person or by telephone to determine if the SB was interested in participation?	☐ Yes ☐ No	Evidence of communication (i.e., copies of emails) between the Bidder and interested SBs
6. Did bidder break down or combine elements of work to be performed by SBs or SBs into economically feasible units in order to facilitate SB participation?	☐ Yes ☐ No	Evidence of the Bidder breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) or establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SB participation, where possible, to facilitate SB participation, even when the Bidder might otherwise prefer to perform these work items with its own forces
7. Did bidder make available or provide prospective SBs with plans, specifications, and requirements for the work to be subcontracted at least 10 days before bids or proposals were due?	☐ Yes ☐ No	Evidence of efforts to provide bid specifications with adequate time for SB firms to respond

8. Did the bidder negotiate in good faith with SBs?	☐ Yes ☐ No	Evidence of such negotiation includes the names, addresses, and telephone numbers of SBs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBs to perform the work. A listing of all SB quotes that were rejected and the reason the bid was rejected.
9. Did the bidder offer assistance to interested SBs in obtaining bonding or insurance required by the Authority or by the bidder?	☐ Yes ☐ No	Evidence of assistance provided to interested SBs
10. Did bidder provide assistance to otherwise qualified SBs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies or letters of credit?	☐ Yes ☐ No	
11. Did the bidder work with minority trade, community or contractor organizations identified by the RDUAA Small Business Office or other local, state or Federal minority/women's business assistance offices to locate SBs?	☐ Yes ☐ No	Evidence of outreach to business assistance offices
12. Additional efforts		Documentation of efforts not previously listed or described

Prime Contractor's Certification
I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise good faith efforts may result in being considered nonresponsive to the solicitation.

Signature of Authorized Representative: RDU _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

Raleigh-Durham Airport Authority
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Appendix 3

Project/ Contract Name: _____

Bidder/ Proposer Name: _____

_____

SB Contract Goal: _____ **Proposed SB Participation:** _____

Self-performance does not exempt Contractors from Small Business Program requirements. Notwithstanding the fact that a Proposer may have the capability to complete a total project with its own work force, and without the use of Subcontractors/Subconsultants, all Authority Contractors are required to demonstrate sufficient Good Faith Efforts to subcontract with and/or procure supplies/services with SBs in its Subcontractor/ Subconsultant or supplier service area. Proposers that do not meet the SB Goal for a construction or service contract and desire to self-perform the entire contract must comply with each of the following Good Faith Effort provisions. Failure to do so shall constitute grounds for rejection of the Bid or Proposal:

We, _____, hereby certify that it is our intent to perform 100% of the work required for the contract.

In making this certification, the Proposer states the following:

i. It is a normal and necessary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subcontractors. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last two (2) years on which they have done so.*

ii. The Proposer was unable to locate SBs which could provide significant goods or materials for use in conjunction with this contract. *The Proposer has substantiated this by providing documentation.*

iii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a SB. The Bid or Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.

iv. The Proposer will provide equal opportunity to SBs to participate in significant material supplier opportunities available under the prime contract and to document good faith efforts as required herein.

v. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the Authority and institute good faith efforts to comply with all requirements of the Small Business Program/Small Underutilized Business Program in providing equal opportunities to SBs to subcontract the work.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

The Proposer must provide documentation which explains how the Proposer will perform the entire contract with its own equipment, supplies, materials and/or employees.

Signature of Authorized Representative: _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

Raleigh-Durham Airport Authority
INTENT TO PERFORM/ CONTRACT
SUBCONTRACTOR/ PROFESSIONAL SERVICE PROVIDER

Appendix 4

Bidder/ Proposer Name: _____

Project/ Contract Name: _____

SB Contract Goal: _____ **Proposed SB Participation:** _____

(To Be Completed By Each SB Supplier)

Subcontractor/ Subconsultant: _____

Contact Name: _____

Contact E-mail Address: _____

The undersigned subcontractor intends to perform the following described work listed in connection with the above project:

1. Scope of Work: _____
2. Price: $ _____
3. Projected Commencement Date: _____
4. Projected Completion Date: _____

Subcontractor:

The undersigned SB/SUBP Subcontractor acknowledges that the firm is not permitted to further subcontract the work specified in the Bid or Proposal as SB participation without the Authority's prior written permission, which shall be given or withheld in the Authority's sole discretion.

Subcontractor

Signature of Authorized Representative: _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

Prime Contractor Certification

The undersigned affirms that the Prime Contractor has no ownership or financial interest in the SB subcontracting firm stated above. Except as authorized by the Authority, the undersigned will enter into a formal agreement with the listed SB firm for work as indicated by this form within (10) business days after receipt of the contract executed by the Authority. The undersigned will, if requested, provide the Small Business Program Office a copy of that agreement within three (3) business days of execution.

Prime Contractor

Signature of Authorized Representative: _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

Raleigh-Durham Airport Authority
INTENT TO PERFORM/ CONTRACT - SUPPLIER

Appendix 5

Bidder/ Proposer Name: _____

Project/ Contract Name: _____

SB Contract Goal: _____ **Proposed SB Participation:** _____

(To Be Completed By Each SB Supplier)

Subcontractor/ Subconsultant: _____

Contact Name: _____

Contact E-mail Address: _____

The undersigned subcontractor intends to perform the following described work listed in connection with the above project:

1. *Equipment or Materials Supplied: _____
2. Total SB Contract Amount: $ _____
3. Credited SB Participation (@ 60%) $ _____ * **0.60** = $ _____
   *(Total SB Contract Amount * 0.60 = Credited SB Participation)*
4. % SB Participation $ _____ / $ _____ = _____ %
   (Credited SB Participation / Total Bid Amount = % SB Participation)
5. Projected Commencement Date: _____
6. Projected Completion Date: _____

Subcontractor

Signature of Authorized Representative: _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

Prime Contractor Certification

The undersigned affirms that the Prime Contractor has no ownership or financial interest in the subcontracting firm stated above. Except as authorized by the Authority, the undersigned will enter into a formal agreement with the listed firm for work as indicated by this form within (10) business days after receipt of the contract executed by the Authority. The undersigned will, if requested, provide the Small Business Program Office a copy of that agreement within three (3) business days of execution.

Prime Contractor

Signature of Authorized Representative: _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

RALEIGH-DURHAM AIRPORT AUTHORITY

Trucking Utilization Form

INSTRUCTIONS – PAGE 1

Instructions: Complete Page 2 below. This form is **required** and **must be submitted with the bid** for bidders with SB participation in the areas of hauling, trucking or transportation services.

WHO OWNS THE TRUCK?		WHO DRIVES THE TRUCK?		HOW MUCH SB PARTICIPATION?
1. SB Truck **Firm A**	+	SB Truck **Firm A** Employees*	=	100% credit
2. SB Truck **Firm A** • Subcontracts to SB **Firm B**	+	SB Truck **Firm A** Employees*	=	100% credit
3. SB Truck **Firm A** • Subcontracts to DBE/SB **Firm B**	+	SB Truck **Firm B** Employees*		100% credit
4. SB Truck **Firm A** • Leases trucks from Non-SB Truck **Firm C**	+	SB Truck **Firm A** Employees*	=	100% credit
5. SB Truck **Firm A** • Subcontracts to Non-SB Truck **Firm C**	+	Non-SB Truck **Firm C** Non-SB Truck **Firm C** Employees **Value of** SB Trucks must be **equal to or greater than** value of non-SB trucks	=	100% credit
6. SB Truck **Firm A** • Subcontracts to Non-SB Truck **Firm C**	+	Non-SB Truck **Firm C** Non-SB Truck **Firm C** Employees Value of **non-SB trucks exceeds the value of SB trucks**	=	• Credit only for the value of fees or commission, not hauling fees • Must be pre-approved by RDUAA

**SB employees, not 1099 contracted drivers*

Examples #5 & 6

The SB may lease trucks from a non-SB firm. Trucks leased with drivers from a non-SB are entitled to credit for the total value of transportation services not to exceed the value of transportation services on the contract provided by SB-owned trucks or leased trucks with SB employee drivers.

RALEIGH-DURHAM AIRPORT AUTHORITY

Trucking Utilization Form

INSTRUCTIONS – PAGE 2

Instructions: This form is **required** and **must be submitted with the bid** for bidders with SB participation in the areas of hauling, trucking or transportation services.

A	B		C	D				E
Name of Trucking Firm *Firms listed in the Prime Contractor's Appendix 1A Bid Form*	**Number of Trucks**		**Number of Employees/ Drivers***	**Leased Trucks** *Trucks being leased by Firms listed in Column A*				**Dollar Amount of SB Participation**
	Owned	**Leased**		**Firm Name**	**SB Firm**	**Non-SB Firm**	**Firm Drivers Used?**	
					☐	☐	☐ Yes ☐ No	$
					☐	☐	☐ Yes ☐ No	$
					☐	☐	☐ Yes ☐ No	$
					☐	☐	☐ Yes ☐ No	$
					☐	☐	☐ Yes ☐ No	$
					☐	☐	☐ Yes ☐ No	$
					☐	☐	☐ Yes ☐ No	$
					☐	☐	☐ Yes ☐ No	$
					☐	☐	☐ Yes ☐ No	$
Total Dollar Value of Work SB Trucking Firm Using SB Firm Employees/Drivers								$
Total Dollar Value of Work by Non-SB Trucking Firm Using Non-SB Firm Drivers								$

**Represents employees, not contracted drivers*

Signature of Authorized Representative: _____ **Date:** _____

Print Name/ Title of Authorized Representative: _____

DRAFT

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor,
Construction Manager as Adviser Edition

AGREEMENT made as of the date last signed by the Authority below.

BETWEEN the Owner:
(Name, legal status, address, and other information)

Raleigh-Durham Airport Authority (the "Authority" or "Owner")
1000 Trade Drive
PO Box 80001
RDU Airport, NC 27623

and the Contractor:
(Name, legal status, address, and other information)

TBD

for the following Project:
(Name, location, and detailed description)

Park Economy 3 Expansion – EV Charging Lot
RDU Project No. 080799

The Construction Manager:
(Name, legal status, address, and other information)

Parsons Transportation Group, Inc. ("Parsons" or "Construction Manager")
5540 Centerview Drive, Suite 217
Raleigh, NC 27606

The Architect:
(Name, legal status, address, and other information)

RS&H Architects-Engineers-Planners, Inc.
8521 Six Forks Rd., Suite 400
Raleigh, NC 27615

The Authority has retained an Architect and/or Engineer as appropriate to serve as the lead design professional for the Project. The term "Architect" as used in this Agreement shall refer to the design professional specified above, regardless of whether this design professional is licensed as an Architect, Engineer, or other type of design professional.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Special, Supplemental and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, Notice to Bidders, Instructions to Bidders, Proposal (insofar as it conforms to the requirements of other Contract Documents), Performance Bond, Labor and Material Payment Bond, Bid Bond, Insurance Certificates and Endorsements, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated agreement between the parties hereto, which supersedes all prior negotiations, representations or agreements, whether written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. The intent of the Contract Documents is to include all labor, materials, equipment, and other items necessary for the proper execution of the Work. References to AIA Document A232–2019 or other form documents herein are meant to refer to such documents as revised by the parties for the purposes of this Agreement.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents (or reasonably inferable from the Contract Documents as necessary to produce the results intended by the Contract Documents), except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be fixed in a Notice to Proceed issued by the Owner. The Contract Time is specified in the Special Conditions and shall be measured from the date of commencement listed in the Notice to Proceed.

§ 3.2 [Intentionally Deleted]

§ 3.3 Substantial Completion

The Contractor shall achieve Substantial Completion of the entire Work in accordance with the schedule set forth in the Special Conditions and within the Contract Time. If portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall likewise achieve Substantial Completion of such portions in accordance with the schedule set forth in the Special Conditions (the "Interim Contract Times").

§ 3.4 Time is of the essence of this Agreement. Owner and Contractor acknowledge and agree that if Contractor fails to achieve Substantial Completion of any portion of the Work or of the entire Work within the time set forth in in Section 3.3 and the schedule set forth in the Special Conditions, Owner will suffer substantial damages that will be difficult to calculate, including public inconvenience, obstruction to air traffic, interference with the use of existing facilities, and

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increased administrative costs for Owner. Accordingly, if the Contractor fails to achieve Substantial Completion within the time set forth in Section 3.3 and the schedule set forth in the Special Conditions, liquidated damages shall be assessed as set forth in the Special Conditions.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **$0.00** subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates, Allowances, and Unit Prices

§ 4.2.1 Alternates, allowances, and unit prices, if any, included in the Contract Sum, shall be as specified in Contractor's Proposal.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment (including all supporting documentation) properly submitted to the Construction Manager by the Contractor, and upon Certificates for Payment issued by the Architect after review and approval by the Construction Manager and the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment (including all supporting documentation) is received by the Construction Manager not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last business day of the same month. If an Application for Payment or any supporting documentation is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than the last business day of the month following the month in which the Application for Payment (including all supporting documentation) is received. No payment shall be deemed past due unless it remains unpaid for a period of 15 days after the dates specified herein.

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

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

§ 5.1.6 In accordance with AIA Document A232–2019, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** In accordance with the Special Conditions, add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Owner determines, in consultation with the Construction Manager and Architect, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

(a) If satisfactory progress is obtained, upon Contractor achieving fifty percent (50%) satisfactory completion of the Work, the Owner will discontinue retainage, subject to the exception described in paragraph (c) below. Owner nevertheless reserves the right to reinstate retaining of up to five percent (5%) of each progress payment if it determines, in its sole and absolute discretion, that Contractor's performance becomes unsatisfactory after such reduction of retainage.

(b) If satisfactory progress by Contractor is obtained, retainage related to portions of the Work performed by a subcontractor that reach 100% completion before Contractor is 50% complete with the Work as a whole shall be reduced to one half of one percent (0.5%) of the value of such subcontractor's subcontract with Contractor within 60 days following receipt of the subcontractor's request for final payment, or immediately upon the Owner's receipt of consent of surety, whichever occurs later. This reduction of retainage is contingent upon Owner's receipt of certification from the Architect that such subcontractor's work is acceptable and in accordance with the Contract Documents.

(c) To the extent Owner releases retainage to subcontractors as described in paragraph (b) above, Owner may thereafter withhold retainage from the Contractor such that the total retainage withheld on the Project equals 2.5% of the Contract Sum.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, as reasonably determined by the Owner, the Contract Time may be adjusted in accordance with Section 8.3 of AIA Document A232–2019.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor within 30 days after

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

« 1 » % « per month »

ARTICLE 6 DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2019, the method of binding dispute resolution shall be arbitration pursuant to Section 15.4 of AIA Document A232–2019.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. The Contractor shall not be entitled to recover anticipated overhead, profit, or fee on any portion of the Work not completed. The Contractor shall not be entitled to recover any consequential, incidental, or indirect damages as a result of any termination or suspension.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address and other information)

Name, Title
Raleigh-Durham Airport Authority
1000 Trade Drive
PO Box 80001
RDU Airport, NC 27623
Phone:
Email:

§ 8.3 The Contractor's representative:
(Name, address and other information)

Name, Title
Address
City, State, Zip Code
Phone:
Email:

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Insurance and Bonds exhibit contained in the Project Manual (Exhibit 3), thereto issued prior to the execution of this Agreement, and elsewhere in the Contract Documents.

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§ 8.5.2 The Contractor shall provide bonds as set forth in the Insurance and Bonds exhibit contained in the Project Manual (Exhibit 3), thereto issued prior to the execution of this Agreement, and elsewhere in the Contract Documents.

§ 8.6 Other provisions:
§ 8.6.1 If any term, covenant, or condition of the Contract Documents, or the application thereof to any persons or circumstances, is deemed to any extent to be invalid or unenforceable, the remainder of the Contract Documents or the application of the term, covenant, or condition to persons and circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, and condition of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

§ 8.6.2 Any indemnity, warranty, or guaranty given by Contractor to Owner under the Contract Documents shall survive the expiration or termination of this Contract and shall be binding upon Contractor until any action thereunder is barred by the applicable statute of limitations.

§ 8.6.3 The Contract Documents constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations, and agreements not incorporated into the Contract Documents are superseded by Contract Documents. This Agreement can be modified or amended only by a written document duly executed on behalf of the parties hereto.

§ 8.6.4 Contractor represents and warrants that it holds a license, permit, or other special license to perform the Work contemplated by the Contract Documents, as required by law. Contractor shall keep and maintain all such licenses, permits, and special licenses in good standing and in full force and effect at all times while the Contractor is performing Work under this Agreement.

§ 8.6.5 Notwithstanding any other provision of this Agreement to the contrary, no officer, board member or other representative of Owner (an "Individual") shall have any personal liability for the performance of any obligations, or in respect to any liability of Owner under this Agreement, and no monetary or other judgment shall be sought or enforced against any such Individual or their assets, all such personal liability being expressly waived by Contractor. Further, the covenants and obligations contained in this Agreement on the part of the Owner shall be covenants and obligations of the Owner only, and not of the Individuals.

§ 8.6.6 Owner and Contractor, respectively, bind themselves and their partners, successors, assigns, and legal representatives, to the other party to the Contract Documents and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Contract Documents. The Contractor shall not assign, transfer, or sublet in whole or in part its interest under the Contract Documents without the prior, written consent of Owner.

§ 8.6.7 The Contractor represents and warrants that it possesses a high level of experience and expertise in the construction of projects of the size, complexity, and nature of this particular Project, and shall perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 Exhibit 1 – **XXX** Bid Form

.3 Exhibit 2 – Project Manual (dated Month, Day, Year, as issued for Bid), including but not limited to the AIA Document A232™–2019 General Conditions of the Contract for Construction - Construction Manager as Adviser Edition, Insurance and Bonds requirements, Special Conditions set forth therein, and the Drawings and Specifications listed therein.

.4 Exhibit 4 – Bid Addenda or any modifications issued prior to the execution of this Agreement

Number	Date	Pages

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

.5 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

None.

.6 Other documents, if any, listed below:

None.

This Agreement entered into as of the date last signed by the Authority below.

RALEIGH-DURHAM AIRPORT AUTHORITY	**COMPANY NAME**
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Michael Landguth, President and CEO *(Printed name and title)*	Name, Title *(Printed name and title)*
Date	

FORM DRAFT

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

Park Economy 3 Expansion – EV Charging Lot
RDU Project No. 080799

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Parsons Transportation Group, Inc. ("Parsons" or "Construction Manager")
5540 Centerview Drive, Suite 217
Raleigh, NC 27606

THE OWNER:
(Name, legal status, and address)

Raleigh-Durham Airport Authority (the "Authority" or "Owner")
1000 Trade Drive
PO Box 80001
RDU Airport, NC 27623

THE ARCHITECT:
(Name, legal status, and address)

RS&H Architects-Engineers-Planners, Inc.
8521 Six Forks Rd., Suite 400
Raleigh, NC 27615

The Authority has retained an Architect and/or Engineer as appropriate to serve as the lead design professional for the Project. The term "Architect" as used in these General Conditions shall refer to the design professional specified above, regardless of whether this design professional is licensed as an Architect, Engineer, or other type of design professional.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents.

The Contract Documents are enumerated in the Agreement between the Owner and the Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Special, Supplemental, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, Notice to Bidders, Instructions to Bidders, Proposal (insofar as it conforms to the requirements of the other Contract Documents), Performance Bond, Labor and Material Payment Bond, Bid Bond, Insurance Certificates and Endorsements, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect and approved by the Owner. The intent of the Contract Documents is to include all labor, materials, equipment, and other items necessary for the proper execution of the Work. References to AIA Document A132–2019 or other form documents herein are meant to refer to such documents as revised by the parties for the purposes of this Agreement.

§ 1.1.2 The Contract. The Contract Documents may be collectively referred to as "the Contract". The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. Except as set forth in Articles 5.3 and 5.4, the Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor.

§ 1.1.3 The Work.

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

§ 1.1.4 The Project.

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. The terms "knowledge," "knowing," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence which is normally expected of contractors working on similar projects under similar circumstances and conditions. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence which is normally expected of contractors working on similar projects under similar circumstances and conditions.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, and (2) the titles of numbered articles.

§ 1.4 Interpretation

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

§ 1.4.2 Order of Interpretation: In interpreting the Contract Documents and resolving any conflicts, errors, or discrepancies, the documents shall be given preference in the following order:

.1 Agreement, with priority given to the most recent Addenda and/or Modifications.
.2 Special Conditions.
.3 General Conditions.
.4 Specifications (detailed specifications shall prevail over general specifications).
.5 Drawings (figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
.6 Other Contract Documents.

§ 1.4.3 Miscellaneous items, accessories, and work which are not specifically mentioned, but which are essential to produce complete and properly operating installation, or usable structure, or facility, providing the indicated function, shall be furnished and installed without change in the Contract Sum. Such miscellaneous items and accessories shall be of the same quality standards, including materials, style, finish, strength, class, weight, and other applicable characteristics, as may be specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Owner for installation. This requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

§ 1.4.4 Standard specifications and manufacturers' manuals, instructions and other literature, when referenced, shall be the latest revision or printing unless otherwise stated, and are intended to establish the minimum requirements acceptable.

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§ 1.4.5 Brand names, when used in the specifications, are intended to denote the standards or quality required for the particular material or product. The terms "equal" or "equivalent," when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color, and other applicable characteristics to the material or products specified by trade name, and that it is suitable for the same use, capable of performing the same function, in the opinion of the Owner, as the material or product so specified. Proposed equivalent items must be approved by the Owner before the Contractor receives bids from Subcontractors in accordance with the Special Conditions. For materials specified without the use of brand names, the Contractor and/or Subcontractors may submit to the Owner for approval any product that meets the express requirements of the Specifications or Special Conditions. The Owner shall be the sole judge as to the acceptability of any other equipment or material. The burden of proof of quality rests with the Contractor.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 Instruments of Service, including the Drawings and Specifications, are the materials through which the Work to be executed by the Contractor is described. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7, solely and exclusively for execution of the Work. All copies made under this authorization shall be returned or suitably accounted for to the Owner on request, at the completion of Work. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 Regardless of whether clearly marked by Owner as confidential, or as "Sensitive Security Information" as that term is defined in 49 C.F.R. § 1520, all of Owner's information shall be maintained in the strictest confidence by the Contractor. Such information is not to be used for any purpose other than the performance of the Work on the Project and shall not be disseminated to anyone not executing a portion of the Work. The Contractor shall not communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with the prior written consent of the Owner, (ii) information that was in the public domain prior to the date of the Agreement, (iii) information that becomes part of the public domain not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law. The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to comply with all items set forth in this Section, and the obligations of the Contractor contained in this Section shall survive the complete performance of the Work or earlier termination of the Agreement.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered by personal delivery, nationally recognized overnight courier, certified mail, regular U.S. mail, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1.1 The Owner has retained or shall retain an architect or engineer, as appropriate, lawfully licensed to practice or lawfully practicing, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.2.1.2 The Owner has retained or shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.2.2 Upon receipt of a written request from the Contractor, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness.

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

§ 2.3 Owner's Right to Stop the Work

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

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor fails to fully, timely or properly carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period (or such shorter period as required if the Owner determines that a seven-day period would cause undue scope, financial, or other burden for the Owner or the traveling public, or if the Work required to be carried out presents immediate hazard or risk if not completed earlier than seven days) after receipt of notice from the Owner to commence and continue correction of such deficiency with diligence and promptness to Owner's satisfaction, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiency by whatever means the Owner deems, in its discretion, necessary. The Architect and/or Owner may, pursuant to Section 9.5.1, apply a deduction to, withhold or nullify a Certificate for Payment, in whole or in part, to the extent necessary to reimburse the Owner for the cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their consultants' additional services made necessary by such default, neglect, or failure by Contractor. If current and future payments are not sufficient to cover such amounts due Owner, then the Contractor shall immediately pay the difference to the Owner upon written demand.

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§ 2.5 At all times prior to the completion of the Work, the Owner, the Architect, the Construction Manager, and their employees and agents shall have the right to have full access to the site of the Work. This right shall include, without limitation, making inspections of the Work, stationing a person or entity employed by Owner at the Work site, showing the Work to prospective concessionaires, tenants, and other interested persons, and performing any Work undertaken by the Owner or other contractors of the Owner. Such access to and use of the Site shall not constitute acceptance of the Work or any part thereof, or waive any of Owner's rights under the Contract Documents.

§ 2.6 Owner shall not be responsible for and will not have control of or charge over construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and Owner will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents and applicable laws, rules and regulations. Owner shall not be responsible for or have control or charge over the acts or omissions of Contractor, Subcontractors, or any of their agents or employees, or any other person performing the Work.

§ 2.7 The Owner, the Construction Manager, and the Architect shall have the authority to reject Work which does not conform to the Contract Documents. Whenever, in the opinion of the Owner, the Construction Manager, or the Architect it is considered necessary or advisable for implementation of the intent of their Contract Documents, Owner, the Construction Manager, and the Architect shall have the authority to require special inspection or testing of the Work in accordance with Section 13.4. However, neither the authority of the Owner, the Construction Manager, and the Architect to act under this Paragraph, nor any decision made by the Owner, the Construction Manager, or the Architect either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Owner, the Construction Manager, or the Architect to the Contractor or its Subcontractors, or any other person performing any of the Work.

§ 2.8 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner granted in the Contract Documents, at law or in equity.

§ 2.9 Independent Contractor

a. In the performance of this Agreement, it is agreed by and between the parties hereto that the Contractor shall be acting as an independent contractor and not as an employee of the Owner. Contractor shall have no authority (and shall not hold itself out as having authority) to bind the Owner and shall not make any agreements or representations on the Owner's behalf without the Owner's prior written consent.

b. The Contractor shall be solely responsible for, and have control over the means, methods, techniques, sequences or procedures for the Work and services to be performed and for coordinating all portions of the Work and services unless the Owner gives specific instructions concerning these matters. The Contractor is solely responsible for all hiring and management responsibilities for its agents, employees and independent contractors, including but not limited to recruiting, interviewing, selecting, setting the terms and conditions of employment, disciplining and terminating. The Contractor shall enforce strict discipline and good order among its agents, employees and independent contractors, and shall ensure their compliance with all applicable work rules. Neither the Contractor's agents, employees or independent contractors, nor its Subcontractors and/or their agents, employees or independent contractors shall, by reason of their assignment to assist in the Work or services to be performed by the Contractor, become or be deemed to be employees, agents, or independent contractors of the Owner. The Contractor shall at all times have the right to perform work for other individuals and/or entities as long as it fulfills its obligations to the Owner under the terms of this Agreement, and as long as such Services do not conflict with its obligations under this Agreement or create a conflict of interest with the Owner.

c. The Contractor acknowledges and agrees that it is exclusively responsible and liable for withholding, reporting and forwarding to the appropriate authority all applicable withholdings and payments required by law with respect to any compensation received by its agents, employees or independent contractors, including but not limited to applicable state and federal income taxes, state and federal unemployment taxes, FICA, workers compensation, and any other taxes measured upon the payroll of, or required to be withheld from, its employees, agents or independent contractors, and the Contractor shall indemnify the Owner and its officers, directors, agents and employees and defend and hold them harmless from and against all claims, damages and losses relating to any obligation imposed by law to pay or withhold any

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such amounts in connection with compensation received by the Contractor or its employees, agents or independent contractors pursuant to this Agreement.

d. None of the Contractor's agents, employees or independent contractors shall be eligible for or entitled to participate in any of the Owner's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; workers compensation benefits; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan. The Contractor shall defend, indemnify, and hold harmless the Owner and its officers, directors, agents and employees from and against any and all claims, damages, losses, penalties, fines, costs and expenses, including attorneys' fees, arising out of or resulting from any claim, proceeding or decision claiming that an agent, employee or independent contractor of the Contractor is eligible for or entitled to any such employee benefit or compensation or payment from the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor acknowledges that its representations concerning its previous experience performing projects of similar scope, complexity, pricing and schedule form part of the consideration for this Agreement and are representations upon which the Owner has relied. The Contractor shall be lawfully licensed and shall ensure all aspects of the Work are performed by authorized and lawfully licensed parties, in full compliance with the rules and regulations applicable to the Project and the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 The Agreement shall be signed by the Owner and Contractor. Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor shall evaluate and satisfy itself as to the conditions and limitations under which the Work is to be performed, including, without limitation: (1) the location, condition, layout, nature of the Project site and surrounding areas; (2) generally prevailing climatic conditions; (3) anticipated labor supply and cost; (4) availability and cost of materials, tools, and necessary equipment; (5) availability of transportation to and from the Project; (6) availability of facilities for disposal, handling, and storage of materials; (7) availability of water and electrical power; and (8) status of water table, subsurface rock and other ground conditions, or any other physical conditions of the site which might conceivably affect the performance of the work. **The Contractor specifically acknowledges that it has investigated to its complete satisfaction the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered, and the Contractor assumes all risks regarding same.**

§ 3.2.1.1 Prior to commencement of any Work, the Contractor shall make itself and its Subcontractors familiar with all federal, state and local laws, ordinances and regulations which may in any manner affect the performance of the Work. If the Contractor shall discover any provision of the Contract Documents which may be contrary to or inconsistent with any such law, ordinance, or regulation, it shall immediately report such findings to the Owner's Representative in writing.

§ 3.2.1.2 The Contractor acknowledges that it has become familiar with the cable systems and facilities that are installed on the airport property. These systems include, without limitation, ASR, UHF, and VHF receivers and transmitters, and electric cables and controls relating to NAVAIDS; National Weather Service facilities; and utility

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services and related facilities and cables (hereinafter all of the above are collectively referred to as "facilities and cables.") Such facilities and cables must be fully protected by the Contractor during the entire Project.

All known facilities and cables will be located and marked in the field by the owners of the facility or cable for the information of the Contractor. The Contractor is solely responsible for contacting owners (i.e., utility company and others) of facilities and cables and requesting field locations of facilities and cables before any Work in the general vicinity is commenced by the Contractor. The Contractor is responsible for complying with Article 8A, Chapter 87, of the North Carolina General Statutes entitled "The Underground Utility Safety and Damage Prevention Act." To the extent that owners of facilities and cables fail to identify such facilities and cables during field location requested by the Contractor, and the Contractor has complied with the Act, the Contractor shall not be liable for damage caused to such unidentified facilities and cables caused during normal and reasonable construction activities. All facilities and cables identified in accordance with this section shall be protected by the Contractor from any possible damage, including crossing with unauthorized equipment.

This Article 3.2.1.2 is intended to make perfectly clear the need for protection of all facilities and cables by the Contractor at all times. It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing facilities and cables 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 its responsibility to locate and protect such facilities and cables from damage or unscheduled interruption of service.

If any facilities or cables are damaged by the Contractor, the Contractor shall immediately notify the Owner and the owner of the facilities or cables and shall be financially responsible for the costs for repair of such damage; directions for execution of repairs shall be determined by the owner of the facilities as to materials, workers, time of day or night for the performance of work, and method of repair.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, and shall cause its Subcontractors to, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Notwithstanding the foregoing, the exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any adjustment in the Contract Sum or Contract Time.

§ 3.2.3 To the extent the Contractor discovers or has reason to believe that any of the Contract Documents are not in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Owner and the Architect of such nonconformity in writing.

§ 3.2.4 If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques,

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sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect, and shall not proceed with that portion of the Work without further written instructions from the Owner and/or Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor, the Contractor shall not be responsible for any loss or damage arising solely from those Owner required means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, suppliers and their respective agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors and suppliers.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are compliant with the Contract Documents and in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect through the Construction Manager in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive. Substitutions may be accepted or rejected in the sole and absolute discretion of the Owner and pursuant to the terms of the Special Conditions. The Contractor will reimburse the Owner for any fees or expenses charged by the Architect or other consultants to evaluate a proposed substitute, irrespective of whether such substitute is accepted or rejected.

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

§ 3.4.4 The Owner shall have the right to require the Contractor to remove any person from the job site, on a temporary or permanent basis.

§ 3.4.5 After bid and prior to contract award and execution, the Contractor shall submit to the Owner and Construction Manager, for approval, not to be unreasonably withheld, a list of the names of every Subcontractor and major equipment, material or item or component supplier or vendor, and other persons or organizations proposed to perform or supply any portion of the Work. The Owner or Construction Manager will advise the Contractor in writing of any objection to such person or entity within fifteen (15) days after the Contractor has furnished said list. Failure of the Owner or Construction Manager to reply within fifteen (15) days shall constitute notice of no objection. In the event any objection is made, the Contractor shall not contract with any such proposed person or entity.

§ 3.4.6 If any portion of the Work is to be performed by any trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect, Construction Manager, or Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items, materials or equipment required under the Contract Documents because of such

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conflict involving any such labor agreement or regulation, the Owner may require that non-union laborers, Subcontractors or other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager, Architect, or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall immediately evaluate any warranty requests by Owner or Construction Manager and commence repairs within ten (10) days of Owner's or Construction Manager's written request (or such other time as reasonably required by Owner based upon the condition and circumstances), and diligently pursue completion of any required repairs. Contractor shall immediately respond to emergencies relating to the Work raised by the Owner or Construction Manager which arise during the warranty period. In the event of Contractor's failure to initiate repairs to the Work within the time required or failure to complete the repairs to the Work in not less than thirty (30) days (unless Owner agrees in writing to such additional time as may be reasonably required due to the circumstances) Owner shall have the right, but not the obligation, to engage a third party to correct such defects or deficiencies in the Work, and Owner may deduct any costs incurred by Owner from amounts due or which may become due to the Contractor. If insufficient amounts are owed to Contractor, then Contractor shall immediately reimburse Owner, upon written demand, for all costs and damages incurred by Owner arising from the correction of such Work.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall perform the Work consistent with and in such a manner so to fully preserve any and all manufacturer warranties relating to materials and equipment used on or installed in the Project and shall assign to the Owner no later than the time of final completion of the Work any and all such manufacturer warranties, not issued in the name of the Owner. Such assignment shall not relieve the Contractor of any warranty obligations, and the Contractor may retain the right to enforce directly any such manufacturer warranties.

§ 3.6 Taxes

Contractor shall be responsible for, and shall pay directly, any and all sales, consumer, use, import, privilege, payroll or similar duties or taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, related to or arising from the Work and those that are measured by net income, profit or gross receipts imposed by any government authority on Contractor due to the execution of the Contract or the performance of or payment for the Work. The Contract Sum includes all applicable foreign, federal, state and local taxes imposed on Contractor or anyone working for or on behalf of Contractor by a government authority with respect to the Work or this Contract. Contractor shall, and shall cause the Subcontractors and suppliers to, supply such information requested by Owner or Construction Manager to verify the payment of all applicable taxes. Contractor shall indemnify, defend and hold Owner harmless for all claims or liabilities arising from or related to Contractor's breach of its obligation to pay such taxes.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 The Contractor shall secure, pay for, maintain in good standing, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all utility connections, building permits and other governmental approvals. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and are the Contractor's responsibility.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of

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the Work. It is the Contractor's responsibility to ascertain that the Work is in accordance with applicable laws, ordinances, codes, rules, and regulations.

§ 3.7.3 If the Contractor observes that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Owner and the Architect in writing, and necessary changes shall be accomplished by appropriate Modifications. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall be responsible for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in or contemplated by the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, the Construction Manager, and the Architect before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. Any adjustment to the Contract Time or Contract Sum is subject to Owner approval. If Contractor disputes the Architect's and Construction Manager's determination or recommendation, of the Owner's decision on such recommendation, it may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses related to the Allowance items shall be included in the Contract Sum but not in the Allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. Contractor shall not have any right to claim or seek an adjustment in the Contract Sum on account of the costs listed in Section 3.8.2.2, above.

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§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent project manager and/or superintendent, to be approved in advance by Owner and Construction Manager, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The project manager and/or superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, within seven (7) days after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager the name and qualifications of a proposed project manager and/or superintendent. Within 14 days of receipt of the information, the Construction Manager or Owner may reply to the Contractor, stating whether the Owner, Construction Manager, or Architect (1) has reasonable objection to the proposed project manager and/or superintendent or (2) requires additional time for review. Failure of the Construction Manager or Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 Except as otherwise provided in the Special Conditions or other Contract Documents, the Contractor, within fourteen (14) days of Contract award, shall submit for the Construction Manager's and Architect's review and Owner's approval a critical path method construction schedule for the Work (upon the Owner's approval the "Construction Schedule"). The Construction Schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, Interim Contract Times as specified in the Special Conditions, and the date of Substantial Completion and the date of Final Completion as required by the Contract; (2) an apportionment of the Work by construction activity to ensure achievement of all Interim Contract Times and other Contract dates; and (3) the time required for completion of each portion of the Work. The Construction Schedule shall provide for the orderly progression of the Work to completion and shall not exceed any time limits under the Contract Documents. The Construction Schedule shall be reviewed and revised at appropriate intervals (at least once every calendar month) as required by the conditions of the Work and Project or as otherwise directed by the Construction Manager, Architect, or Owner. Contractor is not authorized to adjust any Interim Contract Times (as defined herein below) or the Substantial or Final Completion dates without Owner, Construction Manager, and Architect approval.

§ 3.10.1.1 The Construction Schedule shall be prepared in coordination with Contractor's major Subcontractors and suppliers and shall detail to a degree which will permit proper and complete coordination of all trades and contractors in each portion of the Work, including adequate time for start-up of equipment, testing, commissioning, reviews and necessary correction of deficiencies.

§ 3.10.1.2 The Construction Schedule shall incorporate the Interim Contract Times and completion dates and shall incorporate information solicited by Contractor and received from all vendors, Subcontractors, and other parties.

§ 3.10.2 Except as otherwise provided in the Special Conditions or other Contract Documents, the Contractor, within fourteen (14) days after being awarded the Contract, shall prepare and submit to the Owner, Construction Manager, and Architect a submittal schedule (upon the Owner's approval the "Submittal Schedule"). The Submittal Schedule shall be coordinated with the Construction Schedule, require all submittals to be complete and provided to Owner and Architect no later than one hundred eighty (180) days from Contract award unless otherwise agreed in writing by Owner, and in any event in such time and manner within said period to allow the Owner and the Architect reasonable time to review submittals and not result in any delay. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved Submittal Schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for reviewing submittals and such may be considered a default pursuant to Article 14.2.

§ 3.10.3 The form and level of detail of the Construction Schedule shall be satisfactory to the Owner, Construction Manager, and Architect. The Construction Schedule shall incorporate all Interim Contract Times and contain a clear

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delineation of the Project's critical path, along with all associated logic, and other interim completion dates with respect to phases that are critical in ensuring the timely and orderly completion of the Work ("Interim Contract Times"). Contractor shall perform the Work according to the Construction Schedule, including meeting the Interim Contract Times. Time is of the essence in completing the Work according to the Construction Schedule. In the event Contractor falls behind in completing the Work according to the Construction Schedule, subject to the Owner's rights set forth in Section 3.10.4, Contractor shall propose a plan to correct the delay and shall have the responsibility for accelerating the construction to correct the delay unless the Owner agrees, in writing, to a revision of the Construction Schedule. Revisions to the Construction Schedule shall not constitute an adjustment in the Contract Time unless such adjustment is specifically agreed to in writing by the Owner and authorized pursuant to Change Order.

§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the approved Construction Schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Recovery Measures"). Such Recovery Measures shall continue until the progress of the Work complies with the stage of completion required by the approved Construction Schedule. The Owner's right to require Recovery Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. Except as set forth in Section 8.3, the Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Recovery Measures required by the Owner. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.4 as frequently as the Owner deems necessary to insure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents, in Owner's sole discretion.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect, Construction Manager, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager and Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Owner, Construction Manager, and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness

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and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. The Contractor shall cooperate with the Construction Manager and Architect in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by any Separate Contractors.

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. To the extent any architectural or engineering services are required to be provided by Contractor, such services must be provided by an appropriately licensed professional.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner, the Construction Manager, and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed and experienced design professional who meets the reasonable requirements of the Owner with respect to qualifications and insurance, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Construction Manager, and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the design criteria specified in the Contract Documents; provided, however, to the extent the Contractor knows, or should know, of any defect or deficiency in any design criteria, Contractor shall remain obligated to report such defect or deficiency to the Owner, the Construction Manager, and the Architect.

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§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect and Owner at the time and in the form specified by the Owner.

§ 3.13 Use of Site

The Contractor shall comply with all Special Conditions and other requirements in the Contract Documents related to access and use of the Project site and operations of the airport, and shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, the Contract Documents or as otherwise directed and authorized by the Architect or Owner and shall not unreasonably encumber the site with materials or equipment. Prior to commencing the Work, Contractor shall submit its proposed site layout plan to and for the approval of Owner, Construction Manager, and Architect. Contractor shall not materially deviate from the approved site layout plan without written notice to and approval from Construction Manager. As part of Contractor's site layout plan, Contractor shall provide for Owner and Construction Manager approval of its proposed Project-site construction office location and area for equipment and material laydown and storage.

Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor, and the Contractor shall comply with the Owner's requirements regarding such storage. After equipment is no longer required for the Work, it shall be removed from the Project site. Protection of construction materials and equipment stored on the Project site from weather, theft, damage or other casualty is the sole responsibility of Contractor, including, without limitation the responsibility for deductibles associated with risk coverages held by the Owner for losses due to Contractor's failure to maintain such protection.

The Contractor shall maintain reasonable and safe pedestrian and vehicle access to the Project site. The Contractor shall keep public areas and other lands adjacent to the site free from all debris, building materials, and any equipment. The Contractor shall not to disrupt or interfere with the uses or operations of properties adjacent to or near the Project site.

Except as otherwise provided in the Contract Documents, the Project site shall be accessible Monday through Friday, except designated public holidays, during the hours approved by Owner, Construction Manager, or Architect.

Neither the Contractor nor any party for whom the Contractor is responsible shall erect any sign on the Project site without the prior written consent of Owner, which may be withheld in the sole discretion of Owner.

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up or to maintain the premises and surrounding area as provided in the Contract Documents, the Owner (or the Construction Manager with Owner's approval) may do so as it deems most

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appropriate in its sole discretion. Owner may deduct all costs for such clean-up from amounts presently due or which may become due to Contractor or Contractor shall reimburse the Owner for the costs of such clean-up immediately upon receipt of Owner's demand for such costs.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect, and any other third-parties as the Owner may direct, with access to the Work in preparation and progress wherever located. Such access shall include Owner's, Construction Manager's, and Architect's right to visit offsite locations where portions of the Work are being fabricated, manufactured, or stored.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. To the fullest extent permitted by law, the Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the infringement is promptly reported to the Owner and the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, Architect, Architect's consultants, and the directors, officers, agents, and employees of any of them (collectively, the "Indemnitees") from and against claims, bond claims, damages, losses, fines, penalties, liens and expenses, including but not limited to attorneys' fees, to the extent caused by Contractor's or its derivative parties' (as defined in N.C.G.S. § 22B-1):

(a) breach of the Contract or any obligation contained in the Contract Documents;

(b) negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or

(c) violation of applicable statutes, laws, rules, or regulations.

To the fullest extent permitted by law, such indemnity obligations exist regardless of whether or not such claim, damage, loss, fine, penalty, lien or expense is caused in part by a party indemnified hereunder. This Article is intended to fully comply with North Carolina General Statutes Section 22B-1 and any applicable federal regulations and should be interpreted consistently and in conformity therewith.

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

§ 3.18.3 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under the Contract.

§ 3.18.4 All indemnity provisions in the Contract Documents should be interpreted to comply with applicable law. No indemnity obligation herein is intended to extend beyond the limits of permissible indemnities under that applicable law.

§ 3.19 Other Contractor Obligations

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§3.19.1 The Contractor will provide competent, suitably qualified personnel, equipment and supplies to survey and lay out the Work, to be supervised by a licensed North Carolina land surveyor. If applicable and required by the Contract Documents, the Contractor will be provided horizontal and vertical control points by the Owner, Construction Manager, or Architect, which control points shall be validated and confirmed by Contractor when Owner specifies such. The Contractor must furnish all additional stakes and materials for layout and construction of the Work.

§3.19.2 The Contractor will furnish and pay for all materials (other than Owner-furnished materials, if any), equipment, labor, transportation, construction, equipment, machinery, tools, appliances, fuel, light, heat, and all other facilities and incidentals necessary for the execution, maintenance, initial operation, and completion of the Work.

§3.19.3 If any materials or equipment are to be furnished by the Owner under terms of the Contract Documents, such materials or equipment shall be made available to the Contractor at the location specified in the Contract Documents. All costs of handling, transportation from the specified location to the job site, job site storage, and installation of Owner-furnished materials and equipment shall be included in the Contract Sum. The Contractor shall be responsible for demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Owner-furnished materials or equipment.

§3.19.4 The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another governmental agency at any time during the progress of the Work. The Contractor shall not permit any person or entity to excavate or otherwise disturb such utility services and facilities located within the limits of the Work without the written permission of the Owner. Should the owner of any public or private utility service, or a utility service of another governmental 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 the Work in this Contract so as to facilitate such construction, reconstruction, or maintenance by others.

§3.19.5 Contractor shall comply with all legal load restrictions in the hauling of materials on public and private roads in connection with performing the Work. Contractor shall be responsible for all damage done by its hauling equipment and shall correct such damage at its own expense.

§3.19.6 Testing of materials may be required in the Contract Documents. Any Work in which untested materials are used without the written approval of the Owner shall be performed at the Contractor's sole risk and expense. Any such Work found to be unacceptable or unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM which are current on the date of advertisement for bids will be made by and at the expense of Owner; provided, however, in the event that after such initial testing, any Work is not accepted by the Owner, the cost of retesting such Work and the cost of all further inspection services shall be paid by the Contractor. All materials being used are subject to inspection, tests, or rejection, at any time up to final completion of the Work. Copies of all tests will be furnished to the Contractor upon its written request. Any such tests performed by the Owner to determine compliance with the Work shall neither be a substitute for nor replacement of the requirement of the Contractor to conform its Work to the Contract Documents.

§3.19.7 When the Contract Documents require 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 Documents, including 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 furnish, erect and maintain barricades, warning signs, flagmen, 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), and in accordance with all North Carolina Department of Transportation requirements, unless otherwise specified in the Contract Documents. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress 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.

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The Contractor shall make its own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of vehicular traffic as specified in this subsection.

§3.19.8 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 prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards in accordance with the Special Conditions until their dismantling is directed by the Owner, Construction Manager, or the Architect. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

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 Street and Highways (published by the United States Government Printing Office), and in accordance with the Special Conditions and all North Carolina Department of Transportation requirements, unless otherwise specified herein.

§3.20 Contractor shall comply with all other Obligations set forth in the Special Conditions and other Contract Documents. To the extent of any alleged conflict, discrepancies, or inconsistency in application of provisions of this AIA Document A232-2019 or the AIA Document A132-2019 as applicable (each as modified herein by the parties), such provisions shall be interpreted in a manner to be complementary when plausible, consistent with the order of precedence set forth in Section 1.4.2 of these General Conditions, and the more specific and stringent provision and requirement(s) shall apply to the Contractor.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 As used in these Contract Documents, the terms "Construction Manager" and "Architect" or "Engineer" shall refer to the firms so designated in the Agreement or said firms' respective authorized representatives.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction. The Construction Manager's and Architect's administrative duties during construction, as defined in the Contract Documents, continue through the date the of the issuance of the final Certificate of Payment, and during the period for correction of Work described in Section 12.2. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Construction Manager, except to the extent required by Section 4.2.3.2, and the Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report in writing to the Owner and Construction Manager any (1) known deviations from the Contract Documents, (2) known deviations from the most recent approved Project schedule, and (3) defects and deficiencies observed in the Work. The Architect will not be

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responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.3.1 The Construction Manager will provide a staffing plan to include one or more representatives who will be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.3.2 The Construction Manager will coordinate the activities of the Contractor and any Separate Contractors in accordance with the latest approved Project Schedule.

§ 4.2.4 Communications

The Owner and Contractor shall endeavor communicate with each other through the Construction Manager, and to contemporaneously provide the same communications to the Architect to the extent such communications are material to the Architect's services or professional responsibilities. Communications by and with Subcontractors and suppliers typically shall be through the Contractor. Communications by and with Separate Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if the communications arise out of or relate to the Contract Documents. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect and the Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about any such rejection. The Construction Manager will determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor, and Architect of defects and deficiencies in the Work. Whenever the Architect or Construction Manager considers it necessary or advisable, and the Owner approves, the Architect or Construction Manager will have authority to require inspection or testing of the Work in accordance with Section 13.4, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.12 through 4.2.14 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority under this Section 4.2.8 nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7.1 [intentionally deleted]

§ 4.2.7.2 The Architect will receive, review, and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completion of its review, the Architect shall transmit its submittal review to the Construction Manager and Contractor.

§ 4.2.7.3 Review of the Contractor's submittals by the Construction Manager and the Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager's and Architect's

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review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12 and the Contract Documents. The Construction Manager's and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. This provision shall not be construed to relieve Architect of any of its contractual or other obligations to the Owner.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work.

§ 4.2.8.1 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4.

§ 4.2.8.2 Utilizing the documents provided by the Architect, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Show Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.9 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion and will recommend said dates for approval by Owner; will issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment upon Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner or Construction Manager shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect pursuant to Section 4.2.11 will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Owner will receive and review requests for information from the Contractor, and will forward each request for information to the Architect. The Architect will review requests for information about the Contract Documents and will respond in writing to the Contractor. The Architect's response to such requests will be made in writing within ten (10) days of submission, or any time limits agreed upon or otherwise with reasonable promptness so as to avoid delay to the construction of the Project. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Visits to the site by the Construction Manager, Architect, or Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor without written consent of the Owner. All subcontracts issued by Contractor shall conform to the requirements of the Contract Documents. Upon request, the Contractor shall deliver to the Owner or Construction Manager copies of any or all subcontracts after execution thereof.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of the Contract Documents available to their respective proposed Sub-subcontractors.

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§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Each subcontract shall specifically provide that the Owner shall be responsible for only those obligations of the Contractor that arose subsequent to the Owner's exercise of any rights under this conditional assignment.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity, in which event the assignee shall be responsible for those obligations of the Contractor that arise subsequent to the assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements, if any. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and/or with Separate Contractors, which include persons or entities under separate contracts not administered by Construction Manager.

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

§ 6.1.3 The Contractor, in conjunction with the Construction Manager, shall provide the coordination of any Separate Contractors retained by the Owner as identified in the Special Conditions and otherwise in the Contract Documents. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement among the Owner, the Construction Manager, the Contractor, and any Separate Contractors. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, the Construction Manager, and the Owner until subsequently revised.

§ 6.1.3.1 Contractor shall cooperate fully with Owner, Architect and Separate Contractors to provide and maintain safe and open access to the Project site. If at any time Contractor believes its performance of the Work is hindered by Owner, Separate Contractors or others working on the Project, if any, and that such hindrance will impact Contractor's ability to perform the Work or maintain the Construction Schedule, Contractor must notify Owner in writing within three (3) business days of such events. Failure to do so will result in Contractor accepting such conditions and waiving any right to claim an adjustment of the Contract Sum or Contract Time.

§ 6.1.5 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-ordered and/or pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

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§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect any apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 The Owner or Construction Manager may request or order pricing for changes in the Work by giving the Contractor a Change Order Request. The Contractor shall, as soon as reasonably possible, but not later than fourteen (14) days following receipt of a Change Order Request, furnish to the Owner, Construction Manager, and Architect a statement setting forth in detail, with a suitable breakdown by trades and work classifications, the requested changes, if any, in the Contract Sum and Contract Time attributable to the changes set forth in such Change Order Request. If the Owner, in consultation with the Construction Manager and Architect, approves of such changes in pricing and time, a Change Order shall be executed and the Contract Sum and Contract Time shall be adjusted as set forth therein. Agreement on any Change Order shall constitute a final settlement on all items covered therein, subject to performance thereof and payment therefor pursuant to the terms of the Contract Documents. If the Owner and Contractor fail to agree on the price and/or time for a Change Order in response to a Change Order Request, the Owner may, in its sole discretion, issue or authorize the Construction Manager to issue a Construction Change Directive pursuant to Section 7.3. Under such circumstances, the Contractor may object to the method of determining any adjustment to Contract Sum and/or Contract Time in such Construction Change Directive in accordance with the provisions of Article 15. If, thereafter, the parties cannot agree on a method of determining adjustments to Contract Sum and/or Contract Time for the changes in the Work set forth in the

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Construction Change Directive, the method of adjustment of Contract Sum and/or Contract Time will be as set forth in Section 7.3.

§ 7.1.5 Contractor shall not perform any extra, additional, changed, or altered Work unless and until such extra, additional, changed, or altered Work has been authorized by a written Change Order or a Construction Change Directive executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. If Contractor performs any extra, additional, changed, or altered Work without first receiving a written Change Order or a Construction Change Directive executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents, then it shall be deemed to have waived and released any claims that it may have for an addition to the Contract Sum or a change in the Contract Time on account of such extra, additional, changed, or altered Work. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealing between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or a change in the Contract Time, or that the Contractor is entitled to additional compensation due to an alleged cardinal change.

§ 7.2 Change Orders

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

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

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to or arising out of the change in the Work which is the subject of the Change Order, including, but not limited to, all actual costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time, subject to performance of the changed Work and payment therefor. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents. Except for Change Order Work which is priced per unit prices stated in the Contract Documents or unit prices subsequently agreed upon, all Change Order Work shall be performed by the Contractor and billed to Owner at Contractor's actual cost. On Change Order Work that is performed by Subcontractors, the Subcontractor may charge a markup (which includes all Subcontractors' overhead and profits) of no more than 10% of its actual cost, and the Contractor may charge the Owner an additional fee (which includes all Contractor's overhead and profit) of no more than 5% of the Subcontractor's actual cost for such work. On Change Order Work that is self-performed by the Contractor, the Contractor may charge a markup (which includes all Contractor's overhead and profit) of no more than 15% of its actual cost. In addition to credit for the actual cost of all Work deleted by Change Order, Owner shall be entitled to credit for all Subcontractor and Contractor markups (including all overhead and profit) for the actual cost of the Work deleted by Change Order.

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect, in consultation with the Construction Manager, shall determine the method and adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data, and a statement setting forth in detail, with suitable breakdown by trade and work classifications, the changes to the Contract Sum and/or Contract Time it contends result from the Construction Change Directive. Unless otherwise provided in the Contract Documents, actual costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
.4 Costs of premiums for any bonds and insurance, permit fees, and sales, use, or similar taxes, directly attributable to the change.

Costs under Section 7.3.4 shall not exceed the reasonable costs for such items which are available for other projects of similar nature, scope and location as the Project.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Also, if changes in the Work reduce the Cost of the Work, the amount of the Contractor's Fee and the Contract Sum will be calculated based on such reduced Cost of the Work.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for amounts not in dispute for changes to the Work completed under the Construction Change Directive in Applications for Payment. For any portion of the cost of a Construction Change Directive that remains in dispute, the Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those disputed costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified for the disputed costs. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

The Architect, with Owner's approval, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect, Construction Manager, and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 Overhead and Profit Rates

§7.5.1 Overtime, when specifically authorized by the Owner as to any change work, shall be paid for by the Owner on the basis of a premium rate schedule agreed upon in advance and in writing by the Owner and the Contractor, plus the cost of additional insurance and taxes, if any, based on the premium payment period.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, "Contract Time" is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time will not be adjusted except as expressly provided in the Agreement.

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

§ 8.1.3 The date of Substantial Completion is the date the Work, and each component part thereof, is deemed complete and accepted by the Owner and certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms it has closely studied all relevant job site and other conditions and confirms that the Contract Time and any Interim Contract Times are a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time and to achieve any Interim Contract Times set by the Contract Documents.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed in performance of the Work by any act or neglect of Owner, Construction Manager, or Architect (or by employees, agents, or representatives thereof), or by changes ordered in the Work (not caused by or resulting from failure to properly perform the Work in accordance with the Contract Documents on the part of Contractor), or if Contractor is delayed by separate contractors or events in nature so extraordinary that the history of adverse weather conditions and other conditions in the location of the Program affords no reasonable warning of them ("Acts of God"), the Contractor may request an extension of the Contract Time for a period equal to the length of such delay. If the Contractor wishes to make a claim for an increase in the Contract Time, written notice of intent to make such Claim, fully describing the event giving rise to delay, shall be made to the Owner within seven (7) days after the commencement of any delay, or else any Claim thereupon shall be deemed

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waived. In the case of a delay lasting less than ten (10) days, it shall be the duty of the Contractor to submit a Claim for additional time along with a critical path method analysis justifying such Claim, within twenty-one (21) days after the date of written notice to the Owner, or else such Claim shall be deemed waived by the Contractor. If the delay shall continue for ten (10) days or longer, it shall be the duty of the Contractor to submit a Claim for additional time along with a critical path method analysis justifying such Claim within 30 days of submitting written notice of intent to make such Claim and to update the Claim and critical path method analysis every 30 days until the delay has ended. Within 30 days of when the delay has ended, the contractor shall submit a final, cumulative claim and critical path method analysis justifying all time extensions that the Contractor contends are attributable to the alleged delay. If Contractor shall fail to timely provide such updated Claim and CPM analysis, any ongoing Claim shall be deemed waived. The Owner shall forward all documents submitted by Contractor to the Architect and Construction Manager for review and upon receipt of the Architect's and Construction Manager's opinion shall make a final decision within fifteen (15) days following receipt of all information required by this paragraph and/or requested by the Owner.

§ 8.3.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time. No such Claim shall be granted unless the number of days lost due to adverse weather conditions exceeds the number of planned "lost" days, as specified in the Special Conditions. Notwithstanding anything to the contrary in the Contract Documents, any extension of Contract Time, delays, or disruptions due to adverse weather conditions, Acts of God, or other reasons outside of the Owner's control shall not be a basis for adjusting the Contract Sum. Such extensions of the Contract Time will only serve to allow extended performance of the Work and to relieve the Contractor from imposition of liquidated damages during the time extension period, and no damages, costs, or other compensation or reimbursement will be recoverable in connection with any such delays.

§ 8.3.3 If the Contractor is delayed in performing activities on the critical path as identified on the Construction Schedule by any act or neglect of Owner, Construction Manager, or Architect (or by employees, agents, or representatives thereof), or by changes ordered in the Work (not caused by or resulting from failure to properly perform the Work in accordance with the Contract Documents on the part of Contractor), and through no fault of its own or a party for which it is responsible, the Contract Sum shall be increased by the Contractor's actual and reasonable costs incurred by reason of such delay. If the Contractor wishes to make a claim for an increase in the Contract Sum resulting from such delay, written notice of intent to make such Claim, fully describing the event giving rise to delay, shall be made to the Owner within seven (7) days after the commencement of any delay, or else any Claim thereupon shall be deemed waived. In the case of a delay lasting less than ten (10) days, it shall be the duty of the Contractor to submit a Claim for additional time along with a critical path method analysis justifying such Claim, within twenty-one (21) days after the date of written notice to the Owner, or else such Claim shall be deemed waived by the Contractor. If the delay shall continue for ten (10) days or longer, it shall be the duty of the Contractor to submit a Claim for additional time along with a critical path method analysis justifying such Claim within 30 days of submitting written notice of intent to make such Claim and to update the Claim and critical path method analysis every 30 days until the delay has ended. Within 30 days of when the delay has ended, the contractor shall submit a final, cumulative claim and critical path method analysis justifying all time extensions that the Contractor contends are attributable to the alleged delay. If Contractor shall fail to timely provide such updated Claim and CPM analysis, any ongoing Claim shall be deemed waived. The Owner shall forward all documents submitted by Contractor to the Construction Manager and Architect for review and, upon receipt of the Construction Manager's and Architect's opinion, shall make a final decision within fifteen (15) days following receipt of all information required by this paragraph and/or requested by the Owner. Notwithstanding the foregoing, any exercise of Owner's rights under the Contract Documents to order changes in the Work, regardless of the extent or number of such changes, or Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as interference with Contractor's performance of the Work, nor shall it entitle Contractor to any claim for additional compensation beyond rights as otherwise may be provided in this Agreement. Notwithstanding anything to the contrary in the Contract Documents, no additional compensation or adjustment to the Contract Sum shall be made or allowed on account of any delay to the Work unless such compensation or adjustment is authorized by the Contract Documents and Contractor complies with the processes and procedures for submitting a claim for an increase in the Contract Sum resulting from such delay as set forth in this Section 8.3.3.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents based on an estimated number of quantities, and the actual quantities installed deviated from the estimated quantities, then the applicable unit prices shall be equitably adjusted, as follows:

.1 If the total value of the line item at issue is at least 10% of the total Contract Sum, then the unit prices for this line item shall be equitably adjusted (upward or downward as may applicable) if the actual quantities installed deviated from the estimated quantities by more than twenty-five percent (25%).

.2 If the total value of the line item at issue is less than 10% of the total Contract Sum, then the unit prices for this line item shall be equitably adjusted (upward or downward as may applicable) if the actual quantities installed deviated from the estimated quantities by more than one hundred percent (100%).

.3 Contractor shall provide any information requested by Owner in order to evaluate an adjustment of unit prices under this Section 9.1.2. The adjustment of unit prices pursuant to this Section 9.1.2 shall not by itself be a basis for adjusting the Contract Sum. The Contract Sum shall only be adjusted as and to the extent allowed by other provisions in the Contract Documents.

§ 9.2 Schedule of Values

Within fourteen (14) consecutive days after receiving the Notice to Proceed, the Contractor shall submit a schedule of values to the Construction Manager and Owner, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form required by Construction Manager and Owner, and supported by the data to substantiate its accuracy as required by the Construction Manager and Owner and in a manner consistent with the Special Conditions and other Contract Documents. The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a form approved by the Construction Manager and Owner. The form shall be divided in detail sufficient to exhibit areas, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Construction Manager as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date. This schedule, unless objected to by the Construction Manager or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any proposed changes by the Contractor to the schedule of values shall be submitted to the Construction Manager and Owner and supported by such data to substantiate its accuracy as the Construction Manager or Owner may require, and unless objected to by the Construction Manager and Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 Not later than the fifth day of the month, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, Special Conditions and other Contract Documents for completed portions of the Work on a form approved by the Owner and Construction Manager. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager, or Architect may require, and shall reflect retainage as provided in the Contract Documents.

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier (a "backcharge"), unless such Work has been performed by others whom the Contractor intends to pay. The Contractor shall maintain, and make available for the

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Owner's and Construction Manager's inspection, a log of all amounts for which Contractor backcharges, or intends to backcharge, each Subcontractor and material supplier as the Work proceeds, along with information sufficient to reasonably identify the reason or event giving rise to each such backcharge.

§ 9.3.1.3 Each Application for Payment shall be accompanied by at least the following, all in form and substance satisfactory to the Owner and Construction Manager: (i) Contractor's duly executed and acknowledged sworn statement listing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, a copy of the backcharge log (if applicable) for each such Subcontractor and material supplier, and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers; (ii) duly executed waivers of bond and lien claims from the Contractor and all Subcontractors and, when appropriate, from material suppliers and lower tier Sub-subcontractors; and (iii) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner, the Construction Manager, or the Architect.

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

The Contractor shall also comply with the following specific requirements:

.1 Upon payment, title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner.
.2 With each Application for Payment, the Contractor shall submit to the Owner and Construction Manager a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total value thereof.
.3 The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.
.4 Representatives of the Owner shall have the right to make inspections of the storage areas at any time.
.5 Contractor shall (i) protect such materials from destruction, theft, and damage to the satisfaction of the Owner, (ii) mark such materials for use on the Project, and (iii) segregate such materials from other materials at the storage facility or area.

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

.1 The Contractor further expressly undertakes to defend the Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens or bond claims filed against the Work, the site of any of the Work, the Project site and any improvements thereon, (except when the same are the result of the Owner failing to make payments due the Contractor), or any portion of the property.

.2 The Contractor agrees to bond-off or otherwise extinguish within 10 days of filing or recording any claim of lien filed against the Project or Project site. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3.3, including, without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum. If following the ten

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(10) day period, any lien which has been filed of record has not been canceled and no bond has been posted to discharge the same of record, the Owner shall also have the right, at its option and in its sole discretion, to withhold an amount equal to the greater of 1.25 times the amount of the lien from any payment otherwise due to the Contractor, and/or pay or otherwise discharge the lien at the Contractor's sole expense, and all costs and damages incurred by the Owner, including reasonable attorneys' fees and disbursements, shall be paid by the Contractor to the Owner upon written demand, or offset and withheld from any amounts otherwise due or that may become due to the Contractor under the Agreement.

§ 9.4 Certificates for Payment

§ 9.4.1 After receipt of the Contractor's Application for Payment, the Construction Manager will either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Construction Manager determines is properly due, and notify the Contractor and Owner of the Construction Manager's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Construction Manager's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;

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.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 Contractor's failure to carry out the Work in accordance with the Contract Documents.

.8 failure of the Contractor to be working in accordance with an approved Construction Schedule.

§ 9.5.2 When Contractor disputes the Architect's or Construction Manager's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, it may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option but without obligation to do so, issue direct payment to any Subcontractor, supplier or vendor, or issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money, to a Subcontractor or supplier, except as may otherwise be required by law.

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

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

§ 9.6.7 Payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. To

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the extent permitted by law, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Owner fails to make payment to the Contractor with respect to any amounts which are not in dispute between Owner and Contractor within the time periods for payment as set forth in the Contract Documents, Contractor may, upon twenty-five (25) days prior written notice to the Owner and Construction Manager, stop the Work and thereby terminate the Contract, unless within twenty-five (25) days after such prior written notice payment is made to Contractor of all undisputed amounts and Owner's good faith basis for contesting any disputed amounts is delivered to Contractor. If Contractor so terminates the Contract, Contractor's exclusive remedies will be governed by Section 14.1.3, below.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against payments otherwise owed to Contractor and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can permanently and continuously occupy or utilize the Work for its intended use and a temporary Certificate of Occupancy (or its functional equivalent) has been issued by the appropriate governmental agencies. If the temporary Certificate of Occupancy expires or is revoked, Substantial Completion shall not be deemed to have occurred.

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

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§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect (and Owner, at its option), who will promptly make such inspection. When the Architect (and Owner, at its option), finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable, including any retainage. The Construction Manager's and Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to Owner and Construction Manager, with a copy to the Architect, (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment and (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) all warranties, guarantees, Record Drawings for the Project (including all those documents listed in Section 3.11) and all other required close-out documents, (7) a final Certificate of Occupancy (or its functional equivalent) has been issued by the appropriate governmental agency, (8) all Identification Badges issued by Owner to employees of the Contractor or Subcontractors have been returned, (9) all required sales tax and use tax reports have been submitted; and (10) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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9.10.2.1 The final payment due the Contractor shall not become due until the Contractor has, in addition to satisfying all other requirements of the Special Conditions and other Contract Documents, furnished to the Owner Affidavits from each Subcontractor and supplier signed, sworn, and notarized to the effect that each Subcontractor or supplier has been paid in full by the Contractor for all Work performed and/or materials supplied by him in connection with the Project and that all payments due for materials, services, and for any other reason in connection with the subcontract or supply contract have been satisfied and that no claims or liens exist against the Subcontractor or supplier in connection therewith.

In the event that the Contractor cannot obtain such affidavits from Subcontractors or suppliers, the Contractor shall state in his affidavit that no claims or liens exist against any Subcontractor or supplier to the best of Contractor's knowledge, and that if any appear afterwards, the Contractor shall indemnify and save the Owner harmless on account thereof. Owner in its sole discretion may require Contractor to provide an additional surety or other bond covering the Owner's reasonable financial or other potential bond claim liability or other exposure in the absence of said affidavits.

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for complying with all safety-related requirements of the Special Conditions and other Contract Documents and for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of any Separate Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices required by the Contract Documents (including the Special Conditions), applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public

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authorities, bearing on safety and security of persons or property or their protection from damage, injury, or loss. Contractor acknowledges that the Project site and airport grounds, including airfield and land side areas, is a highly controlled and regulated site requiring strict compliance with all such rules and regulations.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

In addition to any other reporting requirements in the Contract Documents, if either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party as required by applicable law and within a reasonable time not exceeding ten (10) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the hazardous material or substance reported by the Contractor and, in the event such material or substance is found to be present and Owner does not elect to terminate the Contract, to cause it to be remediated and verify that it no longer poses a threat to human health or safety. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager, and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager, and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager, or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager, and the Architect have no

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reasonable objection. The Work in the affected area shall be resumed immediately following the occurrence of any of the following events: (i) the Owner causes remedial work to be performed that results in the absence of hazardous materials or substances; (ii) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (iii) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor. The Contract Time and/or the Contract Sum shall be adjusted as appropriate as provided in Article 7 for any additional costs of shutdown, delay, and start-up. In no event shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any Sub-subcontractor, any material supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.3.3 The Owner shall be responsible for any Hazardous Materials existing on the Project Site prior to the commencement of construction and shall indemnify the Contractor for any cost or expense: (1) incurred as a result of remediation of such pre-existing Hazardous Materials; or (2) attributable to bodily injury, sickness, disease, death, or damage to tangible property (other than the Work itself) resulting from exposure to such Hazardous Materials except to the extent such costs or expenses are attributable to the Contractor's fault or negligence.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances not disposed of or released on the Project by the Owner, or for such substances the Contractor brings to the site.

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

§ 10.3.6 Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the job site except to the extent such Hazardous Materials: (i) are necessary for the prosecution of the Work; (ii) are required pursuant to the Contract Documents; and (iii) have been approved in writing by Owner. Any Hazardous Materials allowed to be used on the job site shall be used, stored and disposed of in compliance with all applicable federal, state and local laws relating to such Hazardous Materials. Any unused or surplus Hazardous Materials, as well as any other Hazardous Materials which have been placed, released or discharged on the job site by Contractor or any of its Subcontractors, employees, agents, suppliers, or Sub-Subcontractors, shall be removed from the job site at the earlier of (i) the completion of the Work requiring the use of such Hazardous Materials; (ii) the completion of the Work as a whole; or (iii) within twenty-four (24) hours following Owner's or Construction Manager's demand for such removal. Such removal shall be undertaken by Contractor at its sole cost and expense, and shall be performed in accordance with all applicable laws. Any damage to the Work, the job site or any adjacent property resulting from the improper use, or any discharge or release, of Hazardous Materials shall be remedied by Contractor in accordance with all applicable laws. Contractor shall immediately notify Owner and Construction Manager of any release or discharge of any Hazardous Materials on the job. Contractor shall be responsible for ensuring that any authorized Hazardous Materials which Contractor or any of its Subcontractors or Sub-subcontractors will be using in connection with the Work shall be properly labeled, and Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" laws. Contractor shall not clean or service any tools, equipment, vehicles, materials or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the job site in accordance with all applicable laws and regulations. Contractor shall immediately notify Owner and Construction Manager of any citations, orders or warnings issued to or received by Contractor, or of which Contractor otherwise becomes aware, which relate to any Hazardous Materials on the job site. Without limiting any other indemnification provisions pursuant to laws or specified in the Contract Documents, Contractor shall indemnify, defend (at Contractor's sole cost, and with legal counsel approved by Owner) and hold the Owner harmless from and against any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs and expenses in removing or remediating the effect of any Hazardous Materials on, under, from or about the job site, arising out of or relating to, directly or indirectly, Contractor's failure to comply with any of the requirements of this Section 10.3.6. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials

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and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CRA Part 302, and any amendments thereto), and any substances, materials or wastes that are or become regulated under federal, state or local law.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in Exhibit A (Insurance and Bonds), or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, and as acceptable to the Owner consistent with the requirements of Exhibit A (Insurance and Bonds). The Owner, Construction Manager, Architect, and the Construction Manager's and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall at its own expense, diligently commence repairs within seven (7) days and correct it within thirty (30) days after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. If the Owner corrects nonconforming Work, then Owner may recover all resulting costs and damages from the Contractor immediately upon written demand.

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

§ 12.2.2.3 Upon completion of any Work under or pursuant to this Section 12.2, the one year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Section 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of North Carolina.

§ 13.2 Successors and Assigns

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

§ 13.3 Rights and Remedies

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

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

§ 13.3.3 Notwithstanding any other provisions to the contrary contained in the Contract Documents, provided that the Owner continues to make payments of amounts not in dispute in accordance with the provisions of the Contract Documents, during all disputes, actions, claims, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, the Contractor shall carry on the Work and maintain the Construction Schedule, unless otherwise agreed between the Contractor and Owner in writing.

§ 13.3.4 Audit Rights

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§ 13.3.4 The Contractor shall maintain Project records pursuant to an established accounting system that complies with generally accepted accounting principles. The Contractor's records shall be open to inspection and audit and reproduction by the Owner and Construction Manager to the extent necessary to adequately permit evaluation and verification of the Cost of the Work, and any invoices, Change Orders, Construction Change Directives, or claims submitted by the Contractor or any of its payees pursuant to the execution of the Contract and shall include but not be limited to the following: accounting records (hard copy, as well as computer readable data), subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, subcontracts, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges, changes or claims related to this Contract (all of the foregoing hereinafter referred to as "Contractor's Records"). Contractor's records described above shall be maintained and made available to the Owner, Construction Manager, or Owner's Agent for not less than five (5) years after date of Final Completion. The Contractor shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between the Contractor and payee. If an audit, inspection or examination in accordance with this Article discloses overcharges of any nature by the Contractor to the Owner, then the Contractor shall pay to the Owner the amount of the overcharges disclosed by the audit inspection or examination in addition to Owner's costs associated with identifying and recovering such overcharge. The payment to the Owner by the Contractor shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of the Owner's finding to the Contractor.

§ 13.3.4.1 Sales Tax and Reporting Requirements

Contractor hereby agrees that all materials to be purchased by Contractor (or any Subcontractors) in connection with the Work, and which are annexed to, affixed to or become part of the building or structures to be constructed by Contractor, shall be purchased in the State of North Carolina or else, wherever possible, purchased so that North Carolina sales and use tax and applicable local sales and use taxes shall be paid with respect to all such purchases. Contractor shall keep, maintain and provide to the Owner and Construction Manager on a monthly basis, as a part of its Application for Payment, certified statements of all materials purchased (whether by Contractor or Subcontractors) for the Project and which are annexed to, affixed to or become part of the building or structures to be constructed by Contractor including, without limitation, the date of purchase, a description of the materials purchased, invoice number, name and location (including County) of the seller, the County to which the materials were delivered, the purchase price amount, the amount of North Carolina and/or local sales and use taxes paid, together with all receipts and all other written evidence and/or acknowledgements of payment of North Carolina sales and use taxes and local sales and use taxes (all such records described herein, together with all other records reasonably required by the Owner to be kept, maintained and provided by the Contractor, hereinafter collectively referred to as the "Tax Records"). Contractor shall keep, maintain, and provide when requested all Tax Records throughout the term of the Project and for a period of five (5) years following substantial completion of the Project. The failure to keep, maintain, and provide such Tax Records to the Owner and Construction Manager on a monthly basis or following Substantial Completion of the Project shall be a basis for withholding payment to the Contractor for the amount which the Owner may reasonably estimate to be the sales and use taxes applicable to materials purchased for the Project. The Owner or Construction Manager may supply to Contractor a standard form to be used for monthly reporting of sales and use taxes paid. The Contract Sum shall be deemed to include North Carolina sales and use taxes and local sales and use taxes for all materials specified in the Contract Documents.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in the scheduling and performance of Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

§ 13.4.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

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

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

§ 13.5 Federal Requirements

§ 13.5.1 General Civil Rights Provisions

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

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

§ 13.5.2 Civil Rights – Title VI Assurance – 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 to comply with the following non-discrimination statutes and authorities; including but not limited to:

a. **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);**
b. **49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;**
c. **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);**
d. **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);**

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e. **The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);**
f. **Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);**
g. **The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);**
h. **Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;**
i. **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).**

§ 13.5.3 Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations.** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Canceling, 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.

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§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 Because the Construction Manager has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 If one of the events described in Section 14.1.1 exists for the applicable period of time, the Contractor may, upon seven (7) days' notice to the Owner, Construction Manager, and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, which shall be Contractor's sole and exclusive remedy. In such event Contractor shall not have any right to recover overhead or profit on Work not executed.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 If Contractor shall fail to commence the Work in accordance with the provisions of the Contract Documents or fail to diligently prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract Documents (including the Contract Time), fail to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay, fail to provide timely notice of cancellation of insurance or fail to provide an Insurance Report as addressed in Exhibit A attached hereto, fail to perform any of its obligations under the Contract Documents, or fail to make prompt payments to its Subcontractors, materialmen or laborers, the Owner shall have the right, if Contractor shall not cure any such default after seven (7) days written notice thereof to (i) terminate Contractor hereunder and Contractor shall not be entitled to further compensation for any Work undertaken, (ii) take possession of and use all or any part of Contractor's materials, equipment, supplies, and other property of every kind used by Contractor in the performance of the Work and to use such property in the completion of the Work, and (iii) complete the Work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy the cost to Owner of the performance of the balance of the Work is in excess of that part of the Contract Sum (including amounts retained from Contractor) which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess within ten (10) days of receipt of Owner's demand for reimbursement, and any other damages incurred by Owner due to Contractor's breach.

§ 14.2.2 It is recognized that if Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this Contract. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request Contractor or its successor in interest to provide adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within seven (7) days of delivery of the request shall entitle Owner to terminate this Contract and to the accompanying rights set forth above in Subparagraph 14.2.1 In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material, or other appropriate, basis the cost of which will be backcharged against the Contractor.

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§ 14.2.3 Termination for Convenience: In the event Owner determines, in its sole and absolute discretion, to abandon the Project or otherwise to discontinue the Work thereon, then Owner may terminate this Contract without regard to fault or breach upon written notice to Contractor, effective immediately unless otherwise provided in said notice.

The Owner may also, at any time, terminate the Contract in whole or in part for the Owner's sole convenience and without cause. In the event of such termination, and concurrently with the receipt by Owner of satisfactory lien, bond claim, and claim releases from Contractor and its Subcontractors of every tier, Owner shall pay (including retainage sums) as the sole amount due to Contractor in connection with the Project the portion of the Contract Sum due for Work properly performed, less any sums already received by Contractor, which shall be Contractor's sole and exclusive remedy in the event Owner terminates the Contract pursuant to this Section 14.2.3. Any "lump sum" or "fixed" price items included in the schedule of values shall be paid based on a proration of the portion of Work actually and properly completed in connection with such line item at the time of termination of the Work. To the fullest extent permitted by law, Contractor hereby waives and forfeits all other claims for payment and damages, including without limitation, claims for anticipated profits on unperformed Work. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§ 14.2.4 Upon a determination by a court that any termination of Contractor for cause was wrongful, Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted set forth in Subparagraph 14.2.3.

§ 14.2.5 Upon termination of this Contract, in whole or in part, for any reason, Contractor shall:

§ 14.2.5.1 Immediately, withdraw its employees, workmen, machinery and equipment from the terminated portion of the Project in an orderly manner, as directed by the Owner; take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

§ 14.2.5.2 Within thirty (30) days after such termination, furnish Owner's Representative with a complete accounting showing how Contractor utilized all payments it received as part of the Contract Sum up to the date of termination together with a final status report updating the progress of the Work up to the date of termination;

§ 14.2.5.3 Within five (5) days after said termination, deliver to Owner's Representative all of those items enumerated in Subparagraph 9.10.2 above, to the extent that said items are available, all Shop Drawings, Project Data and Samples available, and all of Contractor's other engineering, procurement, accounting and construction documents and records relating to the Work performed under this Contract; and

§ 14.2.5.4 Within five (5) days after said termination, assign to Owner all Contractor's interest in any Subcontracts and purchase orders that Owner so designates in writing.

§ 14.2.5.5 The requirements set forth in this Subsection 14.2.5 shall be a condition precedent to Contractors right to payment in the event of a termination. Contractor acknowledges and agrees that the information requested in this Subsection 14.2.5 is necessary in order for the Owner to determine the amounts owed to Contractor and to fairly evaluate the progress of the Work. In the event of a termination for cause or convenience, Contractor shall not have any right to payment or to institute dispute resolution proceedings until it has complied with the requirements set forth in this Subsection 14.2.5.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

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.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Owner is not responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition.

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The term "Claim" does not include a claim by the Contractor that it is entitled to renegotiate the Contract Sum due to an alleged cardinal change in the Scope of Work, and the Contractor hereby waives any right it may have to make such a claim. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party with a copy sent to the Construction Manager and Architect. Claims by Contractor shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Architect is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect's decision, subject to the right of either party to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation or final decision from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Owner or Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a Claim may be filed. If the Contractor elects to assert a Claim, it must be filed in strict accordance with this Section, Article 7 as to changes, and the Contract Documents. All Claims by Contractor shall be delivered in writing to the Owner, Construction Manager, and Architect. Each Claim shall describe in detail the basis for the Claim including specific reference to any provisions of the Contract Documents by paragraph, drawing number, and/or other specific identification and shall state the amount claimed and exactly how it is calculated. If the Contractor, at the time the Claim is made, is unable to state the amount claimed with accuracy, it shall state the estimated amount and the basis on which the estimated amount is calculated. At the earliest date possible thereafter, the Contractor shall supplement its Claim with an accurate statement of the amount claimed and exactly how it has been calculated. The Contractor shall provide in the submission of a Claim all information in support of its Claim, including all such explanations, arguments, data, receipts, timesheets, invoices, expert opinions, photographs, or any other documents or information that will be relied upon in support of its Claim. Any Claim based on delays or disruptions to the Work, or seeking an extension of the Contract Time, must be supported by a critical path method schedule analysis showing the alleged delays or disruptions to the critical path of the Construction Schedule. If the Contractor is unable to submit any such supporting documents or information at the time of submission of a Claim, it shall state so in its Claim and provide justification as to the absence of such information and provide a schedule for its future submission. A Claim may be properly rejected by the Owner by reason of the Contractor's failure or unwillingness to submit adequate or accurate documentation or information as noted herein.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to the Contract Documents, except to the extent such damages are covered by applicable insurance required thereunder. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.3 Mediation

§ 15.3.1 When the Architect issues a written decision under Section 15.2, a demand for mediation must be made within thirty (30) days after the date on which the party making the demand receives the final written decision. Failure to make such demand within said thirty (30) day period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. Mediation is a precondition to further dispute resolution by the parties, and the dispute resolution procedures set forth herein below shall only be available following a Declaration of Impasse by the mediator, or else by the mutual agreement of the parties. Mediation, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA") in effect on the date of this Agreement. A request for mediation shall be made in writing, and delivered to the other party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a mutually-agreed upon location in Wake County, North Carolina. Any agreement reached in mediation shall be memorialized in writing by the parties and shall be enforceable as a settlement agreement in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 Any dispute not resolved by mediation shall be subject to arbitration. A demand for arbitration shall be made in writing and delivered to the other party. Unless otherwise agreed by the parties, the Construction Industry Arbitration Rules and Mediation Procedures of the AAA shall apply. A demand for arbitration shall be filed within

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a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. At the Owner's sole option, an arbitration pursuant to this Article (and/or any claims asserted therein) may be joined with an arbitration involving common issues of law or fact between the Owner and any person or entity with whom the Owner has a contractual obligation to arbitrate disputes. Notwithstanding any other provisions of this Agreement, in any arbitration proceeding between the parties related to this Agreement, the Owner shall have the right to include, by consolidation, joinder or in any other manner, any person or entity whom the Owner believes to be substantially involved in a common question of fact or law with respect to such arbitration proceeding. The Owner, Project Manager, Construction Manager(s), Designer, Architect, Engineer, design and/or other project consultants, Contractor, Subcontractors, suppliers, and their respective bonding companies and insurers, and all other parties concerned with the Project, are bound by these dispute-resolution provisions to the greatest extent permitted by law. This provision shall be incorporated by reference into all subcontracts, supply agreements, bonds, and design contracts. All such parties consent and agree to participate and be bound in this dispute resolution process insofar as claims may be made against them. A motion to add or consolidate any other party in connection with this Project may be made by any interested party and, for good cause shown, shall be granted by the arbitrator(s). Except as otherwise agreed by Owner and Contractor, the parties shall mutually agree on a single arbitrator for all disputes in which the claimed amount is less than $500,000. Such arbitrator shall be a North Carolina licensed attorney with at least ten years of experience in construction-related legal matters, or a retired state or federal judge with construction case experience who resides in the State of North Carolina. Disputes in which the claimed amount is $500,000 or more shall be decided by a panel of three (3) experienced construction industry professionals to include: (a) one engineer or architect; (b) one North Carolina licensed attorney with at least ten years of experience in construction-related legal matters, or a retired state or federal judge with construction case experience who resides in the State of North Carolina; and (c) one current or former senior staff representative of a public entity managing a facility or facilities. Arbitration proceedings shall be heard and resolved in Wake County, North Carolina. The party filing a notice of demand for arbitration must assert in the demand all claims, disputes or other matters in question then known to that party on which arbitration is permitted to be demanded. During mediation, arbitration, or court proceedings, the Contractor shall proceed diligently with the performance of the Work.

§ 15.4.2 All fees and expenses associated with the mediation and arbitration procedures set out above shall be borne equally by the parties. Each party shall bear its own expenses for attorneys' fees, expert fees, witness fees, and related expenses. Notwithstanding the previous sentence, if the arbitrator(s) determine(s) that either party is guilty of abusing the arbitration process, the arbitrator(s) may assess any such costs, expenses, and attorneys' fees among the parties in such manner as the arbitrator(s) deem(s) appropriate.

§ 15.4.3 The dispute-resolution procedures set forth in this Article 15 shall be the exclusive remedies available to the parties to this Agreement. The final award rendered in arbitration proceedings shall be deemed final and binding upon the parties, and judgment may be entered upon it in any court having jurisdiction.

§ 15.4.4 Any arbitration claim or counterclaim initiated after substantial completion of any Project shall include claims regarding the Project known to the claimant at the time the arbitration claim or counterclaim is made. Any claim known to the claimant at the time an arbitration claim or counterclaim is made but not included shall be deemed waived.

§ 15.4.5 Upon the written request by a party made prior to the initial evidentiary hearing in arbitration, the arbitrator(s)'s award shall be in writing and shall include findings of fact and conclusions of law which support the award.

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§ 15.4.6 Either party may appeal the arbitration award to appellate arbitration by filing with the AAA within twenty (20) days after receipt of the notice of arbitration award, a written brief not to exceed twenty (20) pages, stating the reason(s) why the arbitrator(s)'s decision should be reversed or modified. The opposing party shall have twenty (20) days thereafter to file a responsive brief, which brief shall not exceed twenty (20) pages. An appellate arbitrator shall be appointed by the AAA and shall be a retired North Carolina or federal judge, residing in the State of North Carolina. Either party may request oral argument, which must be held within thirty (30) days following the submission of the final brief, unless extended by mutual agreement of the parties and the appellate arbitrator. No additional evidentiary material may be introduced in the appellate arbitration. The appellate arbitrator shall render a written decision affirming, reversing, modifying, or remanding the arbitrator(s)'s decision within thirty (30) days after oral argument or receipt of the final appellate brief, whichever shall come later. The appellate arbitrator may make his or her decision only on one of the following grounds:

.1 Any grounds specified in 9 U.S.C. Section 10 or 11;
.2 A material error of applicable law by the arbitrator(s);
.3 A determination that the award was partially or wholly arbitrary or capricious.

The appellate arbitrator may render a final decision on appeal or may remand the matter for further proceeding by the arbitrator(s).

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INSURANCE AND BONDS EXHIBIT

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, for the following:

PROJECT:
Park Economy 3 Expansion – EV Charging Lot
RDU Project No. 080799

THE OWNER:
Raleigh-Durham Airport Authority
1000 Trade Drive, PO Box 80001
RDU Airport, NC 27623

THE ARCHITECT/ENGINEER
RS&H Architects-Engineers-Planners, Inc.
8521 Six Forks Rd., Suite 400
Raleigh, NC 27615

ARTICLE 1. GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit.

ARTICLE 2. OWNER'S INSURANCE

2.1 General. The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability and property insurance.

ARTICLE 3. CONTRACTOR'S INSURANCE AND BONDS

3.1 Contractor's Required Insurance Coverage. The Contractor shall purchase and maintain the following types and limits of insurance.

3.1.1. Commercial General Liability

3.1.1.1 Commercial General Liability insurance for the Project (with coverage no more restrictive than the latest edition of the ISO Occurrence Form GC 00 01) with policy limits of not less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including, but not limited to, the following:

a. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
b. personal injury and advertising injury;

c. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
d. bodily injury or property damage arising out of completed operations; and
e. the Contractor's indemnity obligations of the General Conditions.
f. Per Project Aggregate Endorsement

3.1.1.2 The Contractor's Commercial General Liability policy under this Section 3.1.2 shall not contain an exclusion or restriction of coverage for the following:

a. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
b. Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
c. Claims for bodily injury other than to employees of the insured.
d. Claims for indemnity of the General Conditions arising out of injury to employees of the insured.
e. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
f. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
g. Claims related to roofing, if the Work involves roofing.
h. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
i. Claims related to earth subsidence or movement, where the Work involves such hazards.
j. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

3.1.1.3 The Contractor's Commercial General Liability policy under this Section 3.1.2 shall not contain an amendment to the definition of an insured contract.

3.1.1.3 The Contractor's Commercial General Liability insurance shall include coverage for claims against the Owner for injuries to employees of Contractor or any Subcontractors.

3.1.2 Automobile Liability. Automobile Liability coverage (including coverage for claims against Owner for injuries to employees of Contractor or any Subcontractors) covering vehicles owned, and non-owned vehicles used, scheduled, or hired by the Contractor, with policy limits of not less than One Million Dollars ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

3.1.3 Workers' Compensation. Workers' Compensation insurance that meets statutory limits and requirements.

3.1.4 Employers Liability. Employers' Liability with policy limits not less than $1,000,000 each accident, $1,000,000, disease each employee, and $1,000,000 disease policy limit.

3.1.5 Excess or Umbrella Liability. Excess or Umbrella liability insurance coverage (including coverage for claims against Owner for injuries to employees of Contractor) with a limit of not less than **Three Million Dollars ($3,000,000) per occurrence.** These limits apply in excess of each of the above-mentioned policies. The Excess or Umbrella coverage should be form following and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The Excess or Umbrella policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Any self-insured retention above $25,000 shall require Owners approval prior to project commencement. At a minimum the Excess or Umbrella liability policy will remain in force over the General Liability, Automobile Liability and Employers Liability policies.

3.1.6 Property insurance.

3.1.6.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance written on a builder's risk "Special Form" or equivalent policy in the amount of the initial Contract Sum, plus the value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising the total value of the entire Project at the site on a replacement cost basis with deductibles not exceeding $10,000 without prior approval from Owner. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The property or builder's risk insurance purchased by the Contractor shall not exclude damages from collapse or tunneling.

§3.1.6.2 Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, equipment breakdown, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Owner's, Architect's and Contractor's services and expenses required as a result of such insured loss. Owner shall be listed as a Loss Payee under any such Installation or Builders Risk policy obtained by the Contractor and any subsequent subcontractor.

§3.1.6.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§3.1.6.4 This property insurance shall cover portions of the Work stored off the site, also portions of the Work in transit and any equipment during the process of installation.

§ 3.1.6.5 Partial occupancy or use of the Project or Work shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or

use by endorsement or otherwise. The Owner and the Contractor shall reasonable steps to obtain consent of the insurance company or companies and, absent mutual written consent, shall take no action with respect to partial occupancy or use that would cause cancellation, lapse or any reduction in insurance coverage.

3.1.6.6 Contractor shall, at its own cost, maintain insurance to cover its construction equipment, including any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items. The Contractor's policy shall include a waiver of subrogation in accordance with the requirements of Section 3.4.14.

3.1.6.7 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 3.1.9. The Contractor shall pay Owner and Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

3.1.7 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the procedures for dispute resolution set forth in the General Conditions. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with the General Conditions.

3.1.8 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in accordance with the procedures for dispute resolution set forth in the General Conditions. Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

3.2 Contractor's Potential Additional Required Insurance Coverage

When the scope of work outlines the need, the contractor shall purchase and maintain the following types and limits of insurance, if limits are provided below:

~~**3.2.1 Professional Services Liability.** If this Agreement involves or includes Contractor providing or performing design, engineering, consulting, or any professional service, professional liability insurance with a combined single limit of not less than: **(Airside): Ten Million Dollars ($10,000,000) per claim and annual aggregate; (Landside): Five Million Dollars ($5,000,00) per claim and annual aggregate**. The professional liability insurance shall cover the liability of Contractor for any and all errors or omissions committed by Contractor or its subcontractors, in~~

the performance of the Work, regardless of the type of damages. Policy shall contain an endorsement or sub-limit for "Mitigation of Damage" coverage. The policy shall not include a deductible or self-insured retention in excess of Two Hundred Fifty Thousand Dollars ($250,000) unless such higher deductible or self-insured retention is approved by Owner in writing, and any deductible or self-insured retention is the sole responsibility of the Contractor, and no portion of such deductible is the responsibility of the Owner.

3.2.2 Pollution Liability. If the Work involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Contractor's pollution liability insurance applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, with a combined single limit of not less than **Five Million ($5,000,000)** per occurrence, automobile pollution liability coverage at least as broad as that provided under the ISO pollution liability – broadened coverage for covered auto endorsement (CA 99 42) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3.2.3 Coverage under Sections 3.2.1 and 3.2.2 may be procured through a Combined Professional Liability and Pollution Liability insurance policy (if both are required), with combined policy limits of not less than **Ten Million ($10,000,000)** per claim and **Ten Million ($10,000,000)** in the aggregate.

3.2.4 Aircraft Operation. Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than {Five Million ($5,000,000)} per claim and {Five Million ($5,000,000)} in the aggregate.

3.2.5 Asbestos Abatement Liability Insurance, with policy limits of not less than **Five Million ($5,000,000)** per claim and **Five Million ($5,000,000)** in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials. Policy shall contain a per project endorsement in favor of the Owner.

3.3 Other Insurance

Coverage	Limits
N/A	N/A

3.4 Insurance Obligations.

3.4.1 Insurance selected and described in this Article 3 shall be purchased from an insurance company or insurance companies acceptable to Owner and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance for five (5) years from the expiration of the period for correction of Work as set forth in Article 12 of the General Conditions, unless a different duration is stated herein.

3.4.2 Ratings. All insurance coverage shall be provided by insurance companies acceptable to Owner and having ratings of A-VII or better in Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated on the Certificate of Insurance).

3.4.3 Certificates of Insurance. The Contractor shall provide certificates of insurance and copies of all policies and endorsements acceptable to the Owner evidencing compliance with the requirements in this Article 3 at the following times: (1) prior to commencement of the Work; (2) upon renewal, or replacement, or modification of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including required coverages for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section 3.4. The certificates shall comply with all applicable Articles of this Exhibit.

3.4.4 In no event shall any failure of the Owner to receive certified copies of policies or certificates of insurance required under this Section 3 or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Section 3. The obligation to procure and maintain any insurance required by this Section is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

3.4.5 Deductibles and Self-Insured Retentions. Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. Contactor shall be responsible for satisfying any deductibles or self-insured retention(s) applicable to any claims.

3.4.6 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect (as defined), and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 04 13, CG 20 37 04 13, and, with respect to the Architect and the Architect's consultants, CG 20 32 04 13.

3.4.7 In addition to all other requirements set forth in this Exhibit, insurance coverage provided by Contractor under this Agreement shall not include any of the following: any claims-made insurance policies; any endorsement limiting coverage available to Owner which is otherwise required by this Agreement; and any policy or endorsement language that (1) limits the duty to defend Owner under the policy, (2) provides coverage to Owner only if Contractor is negligent, (3) permits the recovery of defense costs from any additional insured, or (4) limits the scope of

coverage for liability assumed under a contract. Nothing herein is intended to require the Contractor to provide insurance coverage to the Owner for Owner's own negligence.

3.4.8 To the extent permitted by applicable Laws, all above-mentioned insurance policies shall comply with the following:

3.4.8.1 Be primary and non-contributory to any other insurance carried by Owner;

3.4.8.2 Contain cross-liability coverage as provided under ISO Forms' separation of insureds clause;

3.4.8.3 Provide for a waiver of all rights of subrogation, which Contractor's insurance carrier might exercise against Owner; and

3.4.8.4 Any Excess or Umbrella liability coverage will not require contribution before it will apply.

3.4.9 Non-Waiver. Failure of Contractor to provide insurance as herein required or failure of Owner to require evidence of insurance or to notify Contractor of any breach by the Contractor of the requirements of this Agreement shall not be deemed to be a waiver by the Owner of any other terms and conditions of this Agreement, nor shall they be deemed to be a waiver of any obligation of Contractor to defend, indemnify, or hold harmless Owner. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

3.4.10 Contractor's Commencement of Work Without Insurance. Commencement of Work by Contractor without the required Certificates of Insurance, or without compliance with any other provision of this Agreement, shall not constitute a waiver by Owner of any rights under this Agreement.

3.4.11 Contractor Obligations Not Limited. None of the requirements contained herein as to types, limits, or Owner's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Contractor under this Agreement, any other agreement with Owner, or otherwise provided by law.

3.4.12 Breach of Agreement. Failure to obtain and maintain the required insurance shall constitute a breach of this Agreement and the Contractor will be liable for any and all costs, liabilities, damages, and penalties (including attorneys' fees, court, and settlement expense) resulting to Owner from such breach.

3.4.13 Additional Coverages. Owner reserves the right to require Contractor to provide and maintain additional coverages upon request.

3.4.14 Waiver of Subrogation. Contractor shall waive all rights of subrogation against Owner under those policies procured in accordance with this Agreement.

3.4.15 Claim Reporting. Owner has the right but not the obligation to directly report any claims to any and all insurance carriers.

3.5 Duty of Cancellation Notification and Insurance Reporting

3.5.1 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

3.5.2 Upon receipt of any notice of cancellation or alteration of the policies of insurance required hereunder by Contractor or any of the Subcontractors, Contractor shall within ten (10) business days procure or cause to be procured other policies of insurance, similar in all respects to the policy and policies about to be cancelled or altered; and, if the Contractor fails to provide, procure and deliver acceptable policies of insurance in accordance with the terms hereof, then at Owner's option, Owner may obtain such insurance at the cost and expense of Contractor (and such cost shall not be deemed a part of the Contract Sum), without the need of any notice to the Contractor.

3.5.3 Upon receipt of a notice of cancellation of insurance the Owner shall have the right, but not the obligation, to pay any delinquent premium or fee in order to continue or reinstate coverage under the policy or policies that are the subject of such notice, and shall be allowed to offset any such amounts paid against amounts due or to be paid to Contractor pursuant to the Contract Documents.

3.5.4 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

3.5.5 Insurance Report. Upon execution of this contract, and on a monthly basis thereafter, Contractor shall provide Owner with a written report summarizing the status of each insurance policy required by the Contract Documents, including any and all insurance policies required of Contractor's subcontractors (the "Insurance Report"). The Insurance Report shall include, but not be limited to, the dates on which premiums are due to be paid, and the date each such policy shall terminate or be eligible for renewal. The Insurance Report shall be due within five (5) days of the

of the first of every month of the calendar year in which this agreement is executed, with subsequent Insurance Reports being due within five (5) days of the first of every month thereafter for as long as this contract is in place.

3.5.6 Contractor's failure to provide a notice of cancellation or an Insurance Report as provided in this Section 3.5 may constitute an event of default under the Contract Documents.

3.6 Contractor's Suppliers of Equipment and Subcontractors. Contractor shall require that all suppliers of equipment or materials to be incorporated into the Work or the project that is the subject of the Agreement, and all Subcontractors, provide evidence of insurance as follows:

3.6.1 General Liability: $1,000,000 per occurrence/$2,000,000 Aggregate;
Products and Completed Operations $2,000,000 Aggregate
Personal Injury $2,000,000 Aggregate
3.6.2 Automobile: $1,000,000 per occurrence
3.6.3 Worker's Compensation: Statutory Limits
$1,000,000 Each Accident
$1,000,000 Disease - Policy Limit
$1,000,000 Disease - Each Employee

Contractor and Owner must be named as additional insured for ongoing and completed operations. Policies held by subcontractors or suppliers shall be Primary and Non-Contributory to policies held by both Contractor and Owner and shall contain a Waiver of Subrogation in favor of the Contractor and Owner.

Contractor shall not allow any Subcontractor to commence Work until such Subcontractor has obtained and provided insurance of the types, coverages and limits specified in this Exhibit F. Failure of the Contractor to validate insurance coverage of the sub-contractor prior to commencement of work shall constitute a breach of this Agreement and the Contractor will be liable for any and all costs, liabilities, damages, and penalties (including attorneys' fees, court, and settlement expense) resulting to Owner from such breach.

3.7 Performance, Payment, and Warranty Bonds

3.7.1 Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to one hundred percent (100%) of the contract amount for each SOW, as may be adjusted by change orders, as security for the faithful performance and payment of all Contractor's obligations hereunder. These Bonds shall remain in effect at least until one (1) year after the date of final payment under this Agreement, except as otherwise provided by law or regulation.

3.7.2 Contractor shall also furnish a Warranty Bond in an amount at least equal to one hundred percent (100%) of the total amount paid to Contractor under this Agreement for each SOW, or such lesser amount as Owner may determine in its sole discretion, as security for any potential defects in materials or workmanship that might arise following completion of the Project. This Bond shall remain in effect at least until three (3) years after the date of substantial completion of the construction work pursuant to this Agreement.

RALEIGH-DURHAM AIRPORT AUTHORITY
SMALL BUSINESS PARTICIPATION REQUIREMENTS EXHIBIT

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Section I. Scope of Application

The Small Business requirements set forth herein apply to all such contracts and agreements, except to the extent the provisions herein conflict with applicable state or federal law or rules and regulations. SB requirements do not apply to contracts that are subject to the United States Department of Transportation Federal Aviation Administration Disadvantaged Business Enterprise (DBE) or Airport Concessions Disadvantaged Business Enterprise (ACDBE) Programs, or subject to N.C. Gen. Stat. § 143-128.2 due to the receipt of State appropriations or other State grant funds for building projects.

Section II. Certification

A. Acceptable Certifications

In order to credit the participation of SBs on Authority procurements towards the Authority's SB Goals, the Authority requires that small businesses be certified as such. Firms may pursue either of the following two options for obtaining SB certification for Authority projects:

(1) Documentation of Compliance with Authority Size Standard. Firms must submit documentation verifying that the firm's average annual gross receipts over the preceding five years do not exceed $3,000,000. Documentation mut include the firm's prior five years of federal business tax returns (or all prior federal business tax returns, if the firm has existed for less than five years).

(2) NCDOT SBE Firms. Firms that are currently certified as Small Business Enterprises by the North Carolina Department of Transportation may obtain SB certification for Authority projects by submitting documentation of their current NCDOT SBE certification along with a copy of the firm's most recent federal business tax return.

For both of the above options, the firm must submit the required documentation along with a completed certification application. The Authority may, in its sole discretion, request additional supplemental documentation (as determined by the Authority) including but not limited to articles of incorporation. The Authority retains the right and ability to review a SB's certification qualifications and to reject certification of any SB on all Authority procurements and contracts.

B. SB Certification Eligibility

If a firm is not certified as an SB the Authority at the time of contract award, the Authority does not allow the participation to count towards the SB Commitment until documentation confirming such certification is submitted to the Authority. The Authority shall be notified of any change in the Contractor's or any identified Subcontractor's company ownership or control which could affect the SB participation of the project. This notification shall be within 10 business days of the associated change or Contractor's knowledge of a change in ownership or control. If any Authority staff is aware of any potential change that would affect the certification status of an SB Contractor or Subcontractor, the staff is responsible to notify the SBO within five days of receipt of this information.

In the case of joint ventures, the SB joint venture partner(s) must have completed certification prior to submitting a Bid or Proposal.

C. Counting SB Participation of Ineligible SBs

If the certification status of an SB subcontractor/subconsultant becomes ineligible during the course of a contract due to circumstances beyond the control of the Contractor, the Authority will determine whether the firm's participation can continue to be counted, based on the length of contract remaining and the basis of ineligibility. If appropriate, Contractor will be notified by the SBO that the firm is ineligible to participate as an SB. Payments to SB firms based on work prior to notification will count towards the SB goals. Any payments based on work performed after the notification is received will not be counted towards the participation goal unless the firm subsequently becomes eligible. Further, the Contractor shall make Good Faith Efforts to replace SB participation lost due to the loss of eligibility of an SB firm.

D. Removal of SB Eligibility

If there is a challenge to the eligibility of an SB, the Authority reserves the right not to count that participation towards the goal. If the Authority determines based on evidence received, that a currently certified SB is potentially ineligible as a certified firm, the Authority will begin a review of eligibility:

1. The Authority will provide written notification to the SB that eligibility is being challenged and request supporting documentation of eligibility.
2. Within ten (10) days after receiving the notice, the SB will have an opportunity to respond and submit documentation to the Authority.
3. Based on a review of the information submitted and other pertinent information regarding certification, the Director of the SBO will determine eligibility. The SBO will provide a determination within 15 business days of receipt of documentation from the SB firm. The SBO will then notify the SB of its determination as well as notify any Prime Contractors, and internal staff as appropriate.

If an SB is determined to be ineligible due to fraudulent actions, further participation of that SB on Authority contracts or procurements will not count towards SB participation. In any case, the Authority will only count the actual dollars paid to the ineligible SB for one month after the ineligibility determination or at the conclusion of the current payment cycle, whichever occurs first.

Section III. Goods & Services Contracts

A. Contract-specific goals (contract goals)

The Authority employs a contract-specific SB Goal process to establish contract goals on individual good/service contracts. Contract-specific goals are established to allow the

Authority to give consideration to actual project contract and subcontracting opportunities, and therefore, narrowly tailoring the Authority's implementation of the SB participation process.

A Contract Goal is established by dividing the total dollar value of potential subcontract awards to SBs by the total estimated dollar value of the prime contract and considering the scope of work to be accomplished, the availability of SBs to perform necessary work, and past experience on similar contracts. The SBO and the project manager jointly establish each contract goal. Prior to advertising a construction project, the project manager and SBO will recommend an appropriate contract goal for each separate contract to be bid as a part thereof.

B. Proposed SB Participation

All proposed SB participation must be identified and included in the sealed bid or proposal. Any increase in SB participation that occurs after the bids/proposals are opened shall not be considered in determining the Respondent's achievement of the SB Goal or its Good Faith Effort to achieve the SB Goal but will be recognized as SB participation in the contract. Each SB included in a bid must have its certification verified by the SBO and must be identified by name, address, telephone number, SB category, type of work and dollar amount of subcontract. Each of the Authority's Contractors shall document the participation of SBs as Subcontractors (suppliers, sub-subcontractors, etc.) by listing separately each SB.

Section IV. Counting SB Participation

A. Counting SB Participation – Goods

In the purchase of Goods, the Authority will count 100% of all expenditures obtained from an SB Manufacturer or Supplier toward the SB Goal, provided that the SB Supplier or Manufacturer performs a Commercially Useful Function in the supply process. To perform a Commercially Useful Function, the SB must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials. A SB does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to produce the appearance of SB participation.

B. Counting SB Participation – Services, Construction and Construction-Related Professional Service Contracts

1. SB Prime Contractors and Consultants

   If an SB is the Prime Contractor, the participation of the SB Prime which is not subcontracted to another firm or firms is counted towards the SB commitment. Prime Contractors (including SB Prime Contractors) are responsible for meeting the SB commitment.

2. SB Subcontractors and Subconsultants

   If the Prime Contractor, consultant or service provider utilizes an SB as a Subcontractor or Subconsultant to perform services, the Authority counts 100% of the value of the

Commercially Useful Function the SB performs toward satisfaction of the SB Commitment. References to "Contractor" and "Subcontractor" in this section are inclusive of consultants, vendors or other providers. A SB performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. The Authority will allow the Prime Contractor to count only the value of the work actually performed by the SB toward SB Commitment.

The Contractor may count the entire amount of that portion of a contract that is performed by the SBs own workforces. This amount should include the cost of supplies and materials obtained by the SB for the work of the contract, including supplies purchased or equipment leased by the SB (except supplies and equipment the SB Subcontractor purchases or leases from the Prime). The Prime Contractor may count the entire amount of fees or commissions charged by an SB for providing bona fide services, such as professional, technical, contractor, or managerial services, or for providing bonds or insurance, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

A SB Subcontractor is not permitted to further subcontract the work specified in the Bid or Proposal as SB participation without the Authority's prior written permission, which shall be given or withheld in the Authority's sole discretion. If a SB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SB Commitment only if the SB's Subcontractor is itself an SB. Work that an SB subcontracts to a non-SB does not count toward SB Commitment.

A SB Subcontractor must perform at least fifty percent (50%) of the actual labor related to the work specified in the Bid or Proposal as SB participation with its own workforce unless it is within the applicable industry's normal course of business to perform less than fifty percent (50%). In the event that an SB sub-subcontractor is unable to perform successfully, the SB Subcontractor shall make a reasonable effort to replace that SB sub-subcontractor with another SB sub-subcontractor. Any substitutions shall be pre-approved in writing by and coordinated with the SBO and the project manager.

3. SB Suppliers

   In service, construction and construction-related professional service contracts, a Contractor may count 60% of its expenditures to SB Suppliers that are not Manufacturers toward achievement of the contract goals, provided that the SB Supplier performs a Commercially Useful Function in the supply process.

4. SB Manufacturers

   The Contractor may count 100% of all expenditures for materials, supplies and equipment obtained from an SB Manufacturer toward the SB Goal. A SB Manufacturer is a Supplier that produces goods from raw materials or substantially alters them before resale.

Section V. Good Faith Efforts

If a Respondent, including SB firms, does not meet the SB Goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Authority that it has made a substantial Good Faith Effort to meet the SB Goal. This Good Faith Effort documentation should be submitted when the initial response to the Authority's solicitation is due. The term Bids includes Proposals. Both are used interchangeably throughout this section.

Bids or Proposals submitted which do not meet the SB Goals and which do not show that a substantial Good Faith Effort was made to achieve the stated goals may be considered non-responsive and the Respondent may not be eligible for award of the contract. Good faith efforts to meet or exceed the SB Goal must continue throughout the contract.

A. Good faith effort documentation criteria

In evaluating a Respondent's Good Faith Effort submission, the Authority will only consider those documented efforts that occurred prior to the Good Faith Effort submission. In making a determination that the Contractor has made a Good Faith Effort to meet the SB goals, the Authority shall consider specific documentation concerning the steps taken to obtain SB participation.

The Authority is the sole arbiter to determine if a Respondent has made a reasonable Good Faith Effort to include SB participation in its Bid or Proposal on any project. The Authority reserves the right to reject any and all Bid or Proposal submitted, and to reject the Bid or Proposal of any Respondent who fails to make Good Faith Effort or to submit timely, satisfactory evidence of its Good Faith Effort as provided herein. All Respondents shall agree, by the submission of a Bid or Proposal for work on a project for which a contract is to be awarded by the Authority, to ensure that SBs have the maximum opportunity to participate in the performance of contracts and subcontracts. All Respondents shall be required to take all steps reasonably necessary to ensure that SBs have the maximum opportunity to participate in the work. Failure to make Good Faith Efforts and to adequately document such efforts to the Authority is grounds for disqualifying a Bid or Proposal as non-responsive. Respondents shall not discriminate on the basis of race, color, national origin or gender in preparation of a Bid or Proposal or the eventual performance of a contract.

Each Bid or Proposal shall contain documentation that demonstrates the Respondent's Good Faith Effort to meet the applicable contract goals. A Respondent will have an opportunity to provide additional evidence of its Good Faith Effort within three (3) business days after submission of a Bid or Proposal. A Bid or Proposal that does not provide satisfactory evidence of the Respondent's Good Faith Effort may be deemed nonresponsive in the Authority's sole discretion. The following criteria will be considered and should be addressed point by point in the Respondent's submission:

1. Did the Respondent attend the pre-bid, pre-proposal and/or SB conferences? Describes whether or not the Contractor attended any pre-bid or pre-proposal meetings scheduled by the Authority to discuss subcontracting and supplier opportunities for SB participation;

2. Did the Respondent advertise contractual opportunities in general circulation, trade association, or small business-focused media concerning opportunities?
    a. Was advertising specific to the project in question?
    b. Was the advertising published at least 21 days before bids or proposals are due? If 21 days are not available, publication for a shorter reasonable time is acceptable;
3. Did the Respondent provide timely written solicitations (via e-mail, fax or mail) requesting participation of SBs which reasonably could have been expected to submit a quote that were known to the Respondent or from lists maintained by the Authority, the NCDOT or the NCDOA, no later than 10 days prior to the bid opening?
    a. Provide copies of written correspondence provided to SBs to solicit their bids, as well as certified return receipts to prove receipt or the reason for non-delivery; fax cover sheets indicating to whom the document was faxed, fax date, and whether the transmission was successful; or, copies of email transmissions;
4. Did the Respondent provide SBs with:
    a. an adequate description of all work to be contracted;
    b. adequate information about the location of the plans, specifications, and requirements of the contract; and
    c. the date the quotation was due to the Respondent?
5. Did the Respondent follow-up initial solicitations of interest in person or by telephone to determine if the SB was interested in participation?
6. Did the Respondent break down or combine elements of work to be performed by SBs into economically feasible units in order to facilitate small business participation?
7. Did the Respondent make available to or provide prospective SBs with plans, specifications and requirements for the work to be subcontracted at least 10 days before bids or proposals were due?
8. Did the Respondent negotiate in good faith with interested SBs, not rejecting SBs as unqualified without sound reasons based on a thorough investigation of their capabilities? The Prime Contractor shall submit documentation to evidence “good faith” negotiations with SB subcontractors. Documentation shall include but not be limited to records of all quotations received from SB and from non-SB Subcontractor, and an explanation of the reasons why the SBs will not be used during the course of the contract. It is the responsibility of the Prime Contractor to demonstrate that SBs were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity
9. Did the Respondent negotiate in good faith with interested SBs whose initial responses were not the lowest bids for the work to be subcontracted?
10. Did the Respondent make efforts to assist interested SBs in obtaining necessary equipment, supplies, materials, bonding or insurance required by the Authority or by the Respondent?
    a. Did the Respondent participate in or initiate mentor protégé-type relationships which could support interested SBs in securing supplies, materials, bonding or insurance or technical assistance?

11. Did the Respondent work with trade, community or contractor organizations identified by the NCDOA or the NCDOT included in the Bid or Proposal documents that provide assistance in the recruitment and placement of SBs?
12. Did the Respondent specifically negotiate with subcontractors to assume part of the responsibility to meet the contract goal when the work to be sublet includes potential for SB participation?
13. Did the Respondent provide assistance to otherwise qualified SBs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans or letters of credit, including waiving credit that is ordinarily required, or assist SBs in obtaining the same unit pricing with Respondent's suppliers in order to help SBs in establishing credit?
14. Did the Respondent provide quick pay agreements and policies to enable SBs to meet cash flow demands?

B. Compliance

Failure to comply with the requirements set forth herein constitutes a breach of good faith in dealing with the Authority, and the Authority will take any and all actions permitted by law to ensure compliance by all its contractors. Any Respondent who fails to meet or exceed the applicable contract goals without providing satisfactory written evidence of its Good Faith Effort as required herein is deemed to have submitted an incomplete or non-responsive Bid and may be disqualified.

Section VI. Contract Compliance

A. General Requirements/ Assurances

1. Each Respondent for a service contract, construction contract, or construction-related professional service contract must either: (a) meet or exceed the SB Goal or (b) comply with the Good Faith Efforts requirements set forth in Section V. Failure to do so constitutes grounds for rejection of the Bid as non-responsive. The Authority bid documentation will contain certain forms that Respondents must complete to document having met these requirements.

2. All Respondents shall ensure that the SBs have the maximum opportunity to participate in the performance of contracts and subcontracts for work to be performed for the Authority. All Respondents shall take all necessary and reasonable steps to ensure that SBs have the maximum opportunity to compete for and perform such contracts and subcontracts. Contractors and Respondents shall not discriminate on the basis of race, color, national origin, or gender in selecting subcontractors for work to be performed for the Authority.

3. All proposed SB participation must be identified and included in the sealed bid. Any increase in SB participation that occurs after the bids are opened will not be considered in determining whether the Respondent has achieved the contract goal or documented Good

Faith Effort to achieve the goal, but may be recognized as SB participation in the contract at the discretion of the SBO and project manager.

4. Agreements between a Respondent and an SB in which the SB promises not to provide subcontracting quotations to other Respondents are prohibited.

5. Failure of a Contractor to comply with the SB requirements set forth herein may constitute a breach of contract and could result in termination of the contract for default or such other remedy as the Authority may deem appropriate. The Authority reserves the right to pursue all remedies available under applicable federal, state and local laws.

B. Self-Performance

Self-performance does not exempt Respondents from SB requirements. Notwithstanding the fact that a Respondent may have the capability to complete a total project with its own work force, and without the use of Subcontractors/Subconsultants, all Authority contractors are required to demonstrate sufficient Good Faith Efforts to subcontract with and/or procure supplies/services with SBs in its Subcontractor/ Subconsultant or supplier service area. Respondents that do not meet the SB Goal for a construction or service contract and desire to self-perform all or part of the contract must comply with each of the following Good Faith Effort provisions. Failure to do so shall constitute grounds for rejection of the Bid or Proposal:

The Respondent must certify in its Bid or Proposal that:

i. it is a normal and necessary practice of the Respondent to perform all such elements of a contract without the use of subcontractors and shall provide substantial documentation satisfactory to the Authority of other similar contracts within the past three (3) years on which they have done so.

ii. the Proposer was unable to locate SBs which could provide significant goods or materials for use in conjunction with this contract (provide supporting documentation).

iii. it has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with an SB. The Bid or Proposal must describe the valid business reason for self-performing, and the Respondent must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.

Each prospective Contractor who proposes to perform contracts with its own workforce shall provide documentation satisfactory to the Authority as described above and utilize forms as included in Bid or Proposal documents.

C. Required Documentation

Each Respondent shall include in its Bid or Proposal the following information, utilizing the forms included in Bid or Proposal documents:

1. Name and contact information for all proposed SB and non-SB (to the extent required by applicable law) subcontractors, sub-subcontractors and suppliers, description of the ethnic group of proposed SB subcontractors, sub-subcontractors and suppliers, a description and

monetary value of the work to be performed by the proposed subcontractors, sub-subcontractors and suppliers, and the certification status of the proposed SB subcontractors, sub-subcontractors and;

2. Written documentation of its Good Faith Efforts to involve SB subcontractors, which shall be submitted and delivered to the Authority within three (3) business days after submission of the Bid or Proposal;

3. Self-Performance – described in detail in the section above.

D. Incomplete and/or Inaccurate Information

The misrepresentation of any information requested by or submitted to the Authority in connection with SB matters in response to a request for proposals or bids or at the Authority's request is a violation of these SB requirements. If said misrepresentation is discovered during the Bid or Proposal process, the Bid or Proposal will be considered nonresponsive and may be rejected. If the misrepresentation is discovered after the award of the contract, it may be grounds for termination of the contract, or in the alternative, the Contractor may be required to correct the misrepresentation and to take all necessary steps to comply with SB requirements and to perform in a manner consistent with the representations included in the proposal at no additional cost to the Authority.

Section VII. Post Selection Compliance

The Authority will not allow the Prime Contractor to count the participation of an SB Subcontractor toward the Prime Contractor's SB Commitment until the committed amount has been paid to the SB. The reference to "Contractor" in this section is inclusive of consultants, vendors or other providers.

A. Prompt Payment

1. The Prime Contractor agrees to pay each Subcontractor under any prime contract for satisfactory performance of its contract no later than five days from the receipt of each payment the Prime Contractor receives from the Authority.
2. The Prime Contractor also agrees to promptly request the release of any retainage withheld from subcontractors within 30 days after the Subcontractor's work is satisfactorily completed and receives partial acceptance (substantial completion or final completion/final acceptance as defined in the general provisions of the contract).
3. A finding of non-payment shall be a material breach of the contract. The Authority may, withhold progress payments until the Contractor demonstrates timely payment of sums due Subcontractors. The Authority also reserves the right to exercise other breach of contract remedies.
4. Failure of a Contractor to comply with the SB requirements set forth herein may constitute a breach of contract and could result in termination of the contract for default or such other remedy as the Authority may deem appropriate. The Authority reserves the right to pursue all remedies available under applicable federal, state and local laws.

B. Payment Monitoring

To ensure that the Prime Contractor meets all its SB obligations under contract, the Authority will review the Contractor's SB participation throughout the term of the contract including any term extensions from the original contract period. Each Contractor must submit appropriate forms, as supplied by the project manager (with verifying information as requested) concurrent with the Contractor's submission of payment requests with each invoice. The information reflected on this report is utilized to provide constant monitoring of the payments made to SBs as well. Failure to include required SB payment forms with the invoice may result in the invoice being returned to the Contractor.

The Authority will not permit a Contractor to count the participation of an SB Subcontractor toward the prime Contractor's SB Commitment until the associated amount being counted toward the goal has been actually paid to the SB.

Upon the Authority's request, Contractors shall provide the Authority access to all books, records, accounts and personnel records needed for SB compliance review. Such access is used for, among other purposes, determining SB participation and compliance with SB requirements. Contractors are subject to interim and post-contract SB audits. Audit determination(s) regarding a Contractor's compliance with SB requirements may be considered and have a bearing on consideration of the Contractor for award of future contracts. Contractors shall forward all documents and information requested by the Authority and shall cooperate with the Authority in providing the final accounting for SB participation in a contract. The Authority may withhold payment of retainage pending compliance with the final accounting or audit requirements.

The Authority staff will document the solicitation and utilization of SB Service providers using report forms and/or software approved by the Purchasing Officer and the SBO.

C. Modifications or Substitutions

If there is a modification or substitution or if a Prime Contractor proposes to terminate an SB Subcontractor for any reason after submission of the Bid or Proposal either prior to or after contract award, it must submit written documentation to the Authority outlining the reasons for the substitution prior to the termination of the original SB. The Contractor must notify the Authority about any additions, modifications or deductions that would affect the contract's SB participation.

If the Prime Contractor wishes to terminate an SB Subcontractor listed as fulfilling its SB Commitment and substitute the original SB Subcontractor with another SB Subcontractor, the Prime Contractor is required to make Good Faith Efforts as defined above to find a substitute SB Subcontractor. The Good Faith Effort shall be directed at finding another SB to perform or provide at least the same amount of work, material or service under the contract as the original SB contractor. This section and its requirements are applicable to SB Prime Contractors as well as non-SB Prime Contractors.

A request to substitute, add or modify SB participation must be submitted to the project manager and SBO for review and approval using forms supplied by the project manager in accordance with Authority procedures when adding, changing or deleting subcontractors on Authority projects. The Contractor's documentation to the Authority should include the specific justification for the proposed substitution. The Prime Contractor must also submit information to verify that the new SB is certified by an approved certifying agency. The Authority will approve or disapprove the substitution based on the submitted documentation. The Contractor should also submit appropriate forms and documentation, as provided by the project manager for each new SB Subcontractor. The Contractor must provide the Authority with any and all documents and information as may be requested with respect to the modification. Prior to submitting a request for substitution based on non-performance, the Contractor shall provide notice to the Subcontractor of the performance issue and provide the Subcontractor an opportunity to correct the situation. Then, the Contractor must submit documentation detailing the notice and the efforts made by the Prime Contractor and the SB Subcontractor to cure the non-performance situation to the Authority. This section does not apply in an emergency situation or contracts directly related to passenger safety, security and health.

The Authority will notify the Prime Contractor, in writing, of the decision as expeditiously as possible. If the proposed substitution is approved, the contractor will provide to the Authority, upon request, within five (5) business days of its receipt of the request for the substitution, a copy of the executed subcontract agreement with the new SB.

If the Prime Contractor does not comply with the modifications and substitutions requirement outlined in this section, the Authority may elect to apply contract remedies as described herein. At no time should an SB receive a termination notice prior to the receipt of the Authority granting approval for the substitution or modification.

If there is any SB participation performed by a firm that replaced an SB through a substitution or modification without prior approval by the Authority, that participation will not be credited towards the contract's SB Commitment.

D. <u>Good Faith Efforts – Post Award</u>

Post-award, the SBO will continuously monitor SB participation. Contractors must meet or exceed contract goals, inclusive of change orders and contract modifications. In determining whether the contractor made Good Faith Efforts to ensure full participation and achievement of the SB Goal, the SBO will consider:

1. Whether the Contractor furnished prompt SB participation reports in a timely and accurate;
2. Whether the Contractor responded to efforts to resolve disputes with SBEs, and genuinely attempted to resolve these issues;
3. Whether the Contractor disclosed payment discrepancies timely and within the reporting period;

4. Whether the Contractor furnished prompt written responses to written inquiries from the Authority regarding the SB's performance or information germane to the SB's certification status;
5. Whether the Contractor ensured that at all times during the performance of any contract or subcontract the SBE firm is engaging in a Commercially Useful Function;
6. Whether the contractor provided the Authority with information, or other material, that was factually accurate and free of material misrepresentation; and
7. Whether the Contractor furnished prompt responses to requests for information, books and records needed to verify compliance;
8. Whether the Contractor attended all meetings and mediation hearings as requested by the Authority; and
9. How the Contractor may be affected by change orders, with consideration given to the size and scope of the change orders.

Section VIII. Definitions

A. Small Business (SB)

For the purposes of the Authority's Small Business requirements, a Small Business (SB) is a firm which has been certified to meet the following criteria: $3,000,000 or less in annual gross revenues averaged over the preceding five (5) years.

B. Other Definitions

1. Bid/Proposal: Documents that a firm submits in response to a solicitation for the purpose of obtaining a contract (including without limitation, responses to requests for qualifications, requests for quotes, requests for proposals and invitations to bid). The terms *bid* and *proposal* may be used interchangeably throughout the document.
2. Bidder/Proposer/Respondent: A firm that submits a Bid or Proposal. The terms *bidder*, *proposer* and *respondent* may be used interchangeably throughout the document.
3. Construction Project: Activity involving the erection, construction, alteration, or repair of buildings real property or facilities such as buildings, elevated tanks, structures, roads, utilities, water and sewer lines, and other infrastructure.
4. Commercially Useful Function: A function performed by a firm when it is responsible for supplying goods or executing a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a firm is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors are evaluated.
5. Construction-Related Professional Services: A contract to provide professional services to the Authority that is related to or in conjunction with a Construction Project. Examples include but are not limited to contracts for design, architectural, engineering, surveying and construction management services.

6. Contractor: A firm that enters into a Contract. The term "Contractor" includes consultants, architects, engineers, suppliers and providers of tangible goods and services, in addition to construction contractors.
7. Disadvantaged Business Enterprise (DBE): Refers to the program administered by the US Department of Transportation pursuant to 49 CFR, Part 26.
8. Good Faith Efforts (GFEs): The requirements that Bidders and Proposers must meet if they do not achieve applicable SB Goal in order to show that they actively and aggressively sought to achieve such SB Goals (including contract-specific and overall goals).
9. North Carolina Department of Administration (NCDOA): Agency responsible for certifying Small Business Enterprises firms for the State of North Carolina.
10. North Carolina Department of Transportation (NCDOT): Agency responsible for certifying and maintaining certification databases for Small Business Enterprise firms for the State of North Carolina.
11. Prime Contractor: Contractor with a direct contractual relationship to the Authority. Refers to consultants, architects, engineers, suppliers and other providers of goods and services, in addition to construction contractors.
12. Good/Service – a good or service, including those related to construction and professional services and not including those purchased with funds received from the federal or state governments
13. Small Business Officer (SBO): Authority staff person charged with implementing SB policies and procedures as directed by the President & Chief Executive Officer (P&CEO).
14. Small Business (SB): A business certified by an approved agency which business does not exceed gross receipts of $3,000,000 averaged over the preceding five (5) years.
15. Small Business Commitment: SB utilization that a contractor/consultant commits to achieve for a contract at contract award. Calculated as a percentage of the total contract, the SB Commitment represents the total dollars that will be spent with SBs as a portion of the total contract amount, including any contingency. (The SB Commitment is the amount stated in the Contractor's Bid or Proposal unless modified by mutual agreement of the Authority and the Contractor.)
16. Subcontractor/Subconsultant: A business that directly contracts with a Prime Contractor, Subcontractor or Subconsultant to provide goods or services or perform work in connection with a contract. The term "Subcontractor" also includes Subconsultants.
17. Supplier: A Manufacturer of the materials or supplies or is a dealer that owns, operates or maintains a store, warehouse, or other establishment which may include distribution systems and equipment for bulk items such as petroleum products, in which the materials, supplies, articles or equipment of the general character described in the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

Special Conditions

These Special Conditions are part of the Agreement, between the Owner and the Contractor.

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SPECIAL CONDITIONS

A. SCOPE OF WORK AND TERMINOLOGY

These Special Conditions are issued in connection with the Scope of Work ("SOW") as defined therein and in the applicable Drawings and Specifications, which relates generally to:

Installation of Solar PV system on existing covered walkway canopy, installation of BESS system, installation of 100 Level 1 EV chargers. Work includes installation of all necessary electrical infrastructure to support these installations as well as coordination with Duke Power for interconnection.

Civil site work to complete parking lot section after installation of electrical scope described above.

The term "Work" as used in these Special Conditions refers specifically to the specific SOW for which these Special Conditions are issued.

Capitalized terms that are not defined in these Special Conditions have the meaning given in the Contract Documents between the Owner and the Contractor. The Construction Manager at Risk or Contractor may also be referred to herein as the "Contractor."

The terms "Architect" and "Engineer" are used interchangeably herein, and should be understood to refer to the lead design professional for the SOW.

The Contractor specifically acknowledges that it has investigated to its complete satisfaction the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered in connection with the SOW, and the Contractor assumes all risks regarding same.

B. CONTRACT TIME AND LIQUIDATED DAMAGES

1. All construction work to be performed under the Contract Documents shall commence as set forth in the Notice to Proceed ("NTP") to be issued by the Owner. Required Contract Times and Interim Contract Times for the work are as follows:

   Contract Time: The Contractor shall achieve Substantial Completion of all Work required under the SOW within **120 calendar days** from the date of commencement listed in the NTP (the "Contract Time"), with the date of the NTP counting as Day 1, subject to modifications to the Contract Time made in accordance with the terms of these Special Conditions, Article 8 of the General Conditions, or as otherwise provided in the Contract Documents.

2. All weekend days, and holidays count as days for the purpose of calculating contract times.

3. Liquidated damages for failure to complete the Work in compliance with the applicable Contract Time or Interim Contract Time shall be assessed in accordance with these Special Conditions.

4. Liquidated Damages for Failure to Achieve Substantial Completion.

   Time is of the essence for completion of the Work. Contractor acknowledges and agrees that if it fails to achieve Substantial Completion of the Work within the Contract Time or any Interim Contract Times specified above in B.1., the Owner will suffer substantial damages as a result that are difficult to estimate at the time of contracting. Liquidated damages shall be the Owner's sole damages for any failure by the Contractor to meet the applicable Contract Time or Interim Contract Times, but such liquidated damages shall be in addition to any other damages, remedies, or retainages that may be assessed or withheld under other provisions of the Contract Documents or applicable law. Liquidated damages shall be assessed for each calendar day by which the date of Substantial Completion exceeds the end day of the applicable Contract Time or Interim Contract Times, in the following amounts:

   Contract Time: $500.00 per day

   Owner and Contractor agree that the time for performance of the Work is adequate and that liquidated damages in the amounts specified above are fair and reasonable in light of the actual or anticipated damages that would be suffered by the Owner.

C. ~~WORK PHASES~~ – NOT APPLICABLE

D. OPERATION OF THE AIRPORT

1. All Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operations of the Airport.

2. The Contractor shall not cause any utilities or building systems to become non-operational. If shutdowns of any utility is required in order to complete the SOW, the Contractor shall not begin any such shutdown until authorized in writing by the Owner's representative.

3. No portion of the work may be opened by the Contractor for public use until ordered by the Owner. 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 only when, in the opinion of the Owner, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings, to the extent they are necessary, 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 provisions of the contract. Any damage that is not attributable to public use which is required by the Owner shall be repaired by the Contractor at its expense. The Contractor shall make its own estimate of the inherent difficulties in opening work on a temporary or intermittent basis and shall not be entitled to an extension of the Contract Time or any Interim Contract Time because of any delay or increased cost on account thereof.

4. .

5.

Contractor: **[Contractor's Name]**

[Insert Title of Project]

RDU OPERATIONS IMPACT NOTICE

DATE OF NOTIFICATION:		IMPACT NOTICE NO.:	
ANTICIPATED WORK START DATE:		ANTICIPATED WORK START TIME:	
ANTICIPATED WORK END DATE:		ANTICIPATED WORK END TIME:	

NOTIFICATION

[Description of planned work activities including location]

OWNER REPRESENTATIVE COMMENTS

REQUESTED BY:

Contractor Representative Name	Owner's Representative Name
Title	Title
Date	Date

E. SMALL BUSINESS PROGRAM

1. Introduction

It is the policy of the Raleigh-Durham Airport Authority (the "Authority") that neither the Authority, its contractors, service providers, subcontractors nor vendors, shall discriminate on the basis of race, color, religion, national origin, or gender in the award and performance of contracts, subcontracts and purchases. The Authority has established a Small Business (SB) program to encourage equal opportunity for small businesses (SBs) to compete for business opportunities with the Authority. Bidders are encouraged to refer to Section III: Small Business Element of the Authority's Disadvantaged Business Enterprise Program which is posted on the Authority's website at: https://www.rdu.com/do-business-with-rdu/small-businesses/.

The Authority awards contracts without regard to race, religion, color, creed, national origin, gender, age or handicapping condition. The Authority's contracts are subject to the requirements of North Carolina law, and this contract will be awarded in accord therewith.

2. Small Business (SB) Certifications

In order to credit the participation of SBs on Authority procurements towards the Authority's SB Goals, the Authority requires that small businesses be certified as such. Firms may pursue either of the following two options for obtaining SB certification for Authority projects:

i. Documentation of Compliance with Authority Size Standard. Firms must submit documentation verifying that the firm's average annual gross receipts over the preceding five years do not exceed $3,000,000. Documentation mut include the firm's prior five years of federal business tax returns (or all prior federal business tax returns, if the firm has existed for less than five years).

ii. NCDOT SBE Firms. Firms that are currently certified as Small Business Enterprises by the North Carolina Department of Transportation may obtain SB certification for Authority projects by submitting documentation of their current NCDOT SBE certification along with a copy of the firm's most recent federal business tax return.

For both of the above options, the firm must submit the required documentation along with a completed certification application. The Authority may, in its sole discretion, request additional supplemental documentation (as determined by the Authority) including but not limited to articles of incorporation. The Authority retains the right and ability to review a SB's certification qualifications and to reject certification of any SB on all Authority procurements and contracts.

3. SB Goal

The SB Goal for SB participation in this contract represents the total dollars that will be spent with SBs as a percentage of the total contract amount, including any change orders.

SB Goal:	The goal for Small Business participation is **five percent (5%).**

In accordance with the SB Program, a bidder must either meet the SB Goal or demonstrate that the bidder has made sufficient good faith efforts to meet the SB Goal. If the bidder does not meet the SB Goals, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Authority that it has made good faith efforts to meet the SB Goal.

4. SB Program Provisions

   All bidders shall agree by the submission of a bid for this project that SBs have the maximum opportunity to participate in the performance of contracts and subcontracts. All bidders are hereby notified that failure to carry out the obligations of the SB Program will constitute a breach of good faith in dealing with the Authority, and the Authority will take any and all actions permitted by law to ensure compliance by all Contractors engaged by it. Failure to meet or exceed the SB Goal or to make a good faith effort to meet the SB Goal and to adequately document such efforts to the Authority will be grounds for disqualifying a bid as non-responsive. Bidders specifically agree to comply with all applicable provisions of the SB Program and any amendments thereto.

5. Good Faith Effort Requirements

   Each bidder shall submit documentation which demonstrates that it made good faith efforts to meet the SB goal. The requirement to submit documentation that the goal has been met or good faith documentation in the manner prescribed by the Authority is considered a matter of responsiveness. Further, bidders who do not meet the SB Goal may be required to provide additional evidence of its good faith effort. Efforts that are merely pro-forma are not good faith efforts to meet the requirements of the SB Program.

   Self-performance does not exempt bidders from SB Program requirements. Notwithstanding the fact that a bidder may have the capability to complete a total project with its own work force, and without the use of subcontractors/subconsultants, all Authority contractors are required to demonstrate sufficient good faith efforts to subcontract with and/or procure supplies/services with SBs in its subcontractor/ subconsultant or supplier service area. Bidders that do not meet the SB goal must comply with the good faith effort provisions.

   The Authority shall be the sole arbiter to determine if a bidder has made a reasonable good faith effort toward SB participation in its bid. The Authority will also consider if, given all relevant circumstances, the bidder's efforts could reasonably be expected to produce a level of SB participation sufficient to meet the goal. The Authority will consider the quality, quantity and intensity of the different kinds of efforts a bidder has made. In evaluating a bidder's good faith efforts submission, the Authority will only consider those documented efforts that occurred prior to the good faith effort submission. The Authority reserves the right to reject any and all bids submitted and to reject the bid of any bidder who fails to make a good faith effort and submit timely, satisfactory evidence of its good faith effort. If good faith effort documentation is requested, it shall include a specific response and supplementary documents regarding the bidder's efforts regarding the following:

   a. Identifying small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified SBs that have the capability to perform the work of the contract.

b. Selecting portions of the work to be performed by SBs in order to increase the likelihood that the SB goals will be achieved.

c. Providing interested SBs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

d. Negotiating in good faith with interested SBs. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBs to perform the work. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from SBs.

e. Not rejecting SBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

f. Making efforts to assist interested SBs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor

g. Making efforts to assist interested SBs in obtaining necessary equipment, supplies, materials, or related assistance or services

h. Effectively using the services of small business organizations to provide assistance in the recruitment and placement of SBs

i. Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the SB goal.

6. Counting SB Participation

a. Count the entire amount of that portion of a construction contract that is performed by the SB's own forces. Include the cost of supplies and materials obtained by the SB for the work of the contract, including supplies purchased or equipment leased by the SB (except supplies and equipment the SB subcontractor purchases or leases from the prime contractor or its affiliate). Prime Contractors (including SB Prime Contractors) are responsible for meeting the SB commitment.

b. Count the entire amount of fees or commissions charged by a SB firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically toward SB goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

c. When a SB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SB goals only if the SB's subcontractor is itself a SB. Work that a SB subcontracts to a non-SB firm does not count toward SB goals.

d. When a SB performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the SB performs with its own forces toward SB goals.

e. Count expenditures to a SB contractor toward SB goals only if the SB is performing a commercially useful function on that contract. For the definition and explanation of a commercially useful function, see 49 CFR Part 26.55(c) and (d).

   i. A SB performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the SB must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

   ii. A SB does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of SB participation.

f. SB manufacturers – The Contractor may count 100% of all expenditures for materials, supplies and equipment obtained from an SB manufacturer toward the SB Goal.

   i. A SB manufacturer is a is a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a SB makes minor modifications to the materials, supplies, articles, or equipment, the SB is not a manufacturer.

g. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies (including transportation costs).

   i. A regular dealer is a firm that owns (or leases) and operates, a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

7. <u>SB Program Requirements</u>

a. Agreements between a bidder and an SB in which the SB promises not to provide subcontracting quotations to other bidders are prohibited.

b. Bidders shall provide identifying information for all SB subcontractors and suppliers who it proposes to engage in carrying out and completing the work called for by this bid. Following the opening of the bids, no change shall be made in any of the SB subcontractors proposed to be engaged by the bidder without the prior written consent and approval of the Authority. If the Contractor proposes to terminate or substitute a SB subcontractor or supplier after submitting a bid, the Contractor must make good faith efforts to find a substitute SB subcontractor for the original SB to meet its SB commitment. Its good faith efforts shall be directed at finding another SB to perform or provide at least the same amount of work, material or service under the contract as the original SB to the extent necessary to meet its SB commitment. The Contractor must give the SB notice in writing, with a copy to Authority, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. All substitutions shall be coordinated with and approved by the Authority prior to being made.

c. The Contractor has a continuing obligation to meet the SB utilization to which it committed at contract award, inclusive of change orders, amendments, and modifications.

d. The Contractor shall maintain records and submit monthly reports of SB payments, concurrent with the Contractor's submission of payment requests with each invoice. The report shall include a certification by the Contractor regarding payment to each SB subcontractor for the prior month's work. These reports will be certified as true and correct by an appropriate company official. To ensure that the Contractor meets all its SB commitment, the Authority will review the Contractor's SB utilization throughout the term of the contract, including any term extensions of the original contract period.

e. Upon the Authority's request, the Contractor shall provide Authority access to books, records, accounts and personnel needed for SB compliance review. Such access will be used for, among other purposes, determining SB participation and compliance with the SB Program. Determination(s) regarding Contractor's compliance with the SB Program may be considered and have a bearing on consideration of the Contractor for award of future contracts.

8. Required Documentation – Bid Submission

   a. **Appendix 1A: Schedule of Small Business Subcontractors**

      i. Must be submitted at the time of proposal submission

      ii. Must list each SB submitted towards SB Goal credit

   b. **Appendix 1B: SB Certification Status**

      i. Must be submitted at the time of proposal submission

      ii. Must list each SB submitted towards SB Goal credit

   c. **Appendix 2: Good Faith Effort Checklist**

      i. Must be submitted at the time of proposal submission

   d. **Appendix 3: Statement of Intent to Perform Work Without Subcontracting**

      i. Must be submitted at the time of proposal submission, if bidder is proposing to self-perform

      ii. If SB Goal is not met, requires supplemental documentation

   e. **Appendix 4: Intent to Perform as a Subcontractor**

      i. Signed and executed form for each SB subcontractor identified on Appendix 1A and 1B

      ii. Submitted within 3 business days of the proposal opening

   f. **Appendix 5: Intent to Perform as a Supplier**

      i. Signed and executed form for each SB subcontractor identified on Appendix 1A and 1B

      ii. Submitted within 3 business days of the proposal opening

   g. **Appendix 6: Trucking Utilization Plan**

      i. Complete if SB trucking/hauling firms are used to meet the SB goal.

      ii. Complete and submit with bid.

9. Required Documentation – SB Program Compliance

   As referenced above, the Contractor must maintain compliance with the SB Program provisions throughout the contract. To ensure that the Contractor meets its SB commitment, the Authority will review the Contractor's SB participation throughout the term of the Contract, including any term extensions from the original Contract period. The SB participation is determined by the total SB participation in relation to the total dollar value of contract as paid to the Prime Contractor. If a Contract includes an SB commitment, the Contractor must report all SB payments using the Authority's Small Business Contract

Compliance System and submit verifying information as outlined below, concurrent with the Contractor's submission of each payment request.

1. **Contractors are required to report all payments using the Authority's Small Business Contract Compliance System.**
2. A Contractor cannot terminate, substitute or otherwise change the terms of its Final Schedule of Subcontractors prior to or after Contract award without the prior written consent of the Authority. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for an SB subcontractor with its own forces or those of an affiliate, a non-SB or another SB. **This request must be made using the Authority's Small Business Contract Compliance System. Contractors must obtain prior approval through the Small Business Contract Compliance System.**

Questions concerning the SB Program can be addressed to the Authority's Director of Small Business Programs, Ms. Thiané Carter, via e-mail at thiane.carter@rdu.com.

F. ~~DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM~~ – NOT APPLICABLE

G. FEDERAL REQUIREMENTS

The Contractor shall comply with the mandatory federal requirements set forth in article 13.5 of the A232 General Conditions of the Contract for Construction.

H. ~~STATE GRANT REPORTING REQUIREMENTS~~ – NOT APPLICABLE

1.

I. COOPERATION BETWEEN CONTRACTORS

The Owner reserves the right at any time to contract for or allow others to contract for and perform other or additional work on or near the work covered by the Contract Documents. The Contractor shall carefully plan its work as well as monitor and coordinate the work of others so as not to affect this SOW. When separate or additional contracts are let within the limits of this SOW, each Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same area shall cooperate with each other.

J. WORK BEING PERFORMED BY OTHERS CONCURRENTLY WITH THIS CONTRACT

Other contracts may be occurring in the area of work of the Contract Documents. The Contractor shall not impede, hinder, or delay the Owner or any other contractor in the performance of its work. The Contractor has a duty to communicate (subject to the Owner's approval) with any contractor

who will be performing work which may connect, complement, interface with, or otherwise be dependent upon the Contractor's work and to resolve any disputes or coordination problems with such other contractor(s). The Contractor will factor in the work of other contractor(s) into the Contractor's schedule and updates to the Contractor's schedule.

K. CONTRACT SCHEDULING

This Section specifies administrative and procedural requirements for scheduling and reporting the progress of the Work. The Contractor shall submit to the Owner's Representative and maintain a coordinated schedule for the Work, as defined in this section including a Baseline Construction Schedule, and monthly updates to the Baseline Construction Schedule. Submission of these Construction Schedules shall not relieve the Contractor of its overall responsibility for scheduling, sequencing, and coordinating the Work to comply with the requirements of the Contract Documents. Conventional Critical Path Method (CPM) techniques must be utilized to satisfy the requirements of this section.

1. Definitions
    a. Activity: A Work item that has a clearly defined beginning and end. A discrete element of the contract scope that can be identified for planning, scheduling, monitoring, and controlling the contract. Activities included in a schedule consume time and resources.

        1) Critical activities are activities on the critical path. They must start and finish on the planned early start and early finish dates in order to not negatively impact the contract completion date.

        2) Predecessor Activity: An activity that logically precedes another activity in the schedule and must be completed in whole or in part prior to the beginning or completion of the other activity.

        3) Successor Activity: An activity that logically follows another activity in the schedule and cannot be started or completed prior to the completion of the other activity.

    b. Critical Path: A continuous chain of activities through the schedule that controls the overall Contract completion time based on schedule logic. The float value of the critical path activities is zero (0).

    c. Critical Path Method ("CPM"): A method of scheduling a contract that determines the shortest time in which a contract can be completed, the activities that are critical and cannot slip or be delayed, and the potential float available for those activities that are not critical.

1) Float: The amount of time between the early start and late start of an activity that indicates how long an activity can be delayed without interfering with the early start of subsequent work.

2) Free float is the amount of time an activity can be delayed without adversely affecting the following activity.

d. Data Date: It is a point in time when the status of the project is recorded. The data date is set by the Owner or agreed upon by the parties for monthly schedule updates.

e. Total Float: The amount of time an activity can be delayed without adversely affecting the planned contract completion date.

f. Milestone: A key or critical point in time identified for reference or measurement of progress. Milestones do not consume time or resources. A milestone may also be identified as an Interim Contract Time for the purposes of the contract schedule and liquidated damages.

g. Adverse weather - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

2. Scheduler Qualification Requirements

a. Contractor shall employ, and include in Contractor's staff, a qualified scheduler whose primary duties and responsibilities shall be creating, tracking, and modifying the schedule as required herein. The Contractor's scheduler shall attend all scheduling meetings.

b. The Contractors scheduler should be trained on Primavera P6 software used in accordance with section 3.a (Scheduling Software). The scheduler shall have at least 5 recent years of scheduling experience on projects similar in scope, complexity, and magnitude; previous experience shall include the development of project schedules and maintenance of scheduling activities. Upon request by the Owner, the Contractor shall produce a written statement or references that will establish the required training, experience, and scheduling competency.

c. The scheduler's duties and responsibilities shall include developing, implementing, and updating the project schedules and associated reports and data. The scheduler shall be accessible throughout the project duration, shall possess the skills to understand the construction work processes and translate the construction plans into a viable schedule, and shall be capable of analyzing schedule variances and making recommendations for corrective actions.

d. Owner has the right at any time to request the removal and replacement of the Contractor's scheduler who does not meet the acceptable qualifications or performance standards.

3. Schedule Development Requirements

a. Scheduling Software: Schedules shall be produced utilizing the latest version of Primavera P6 Professional Project Management (P6) unless the Owner approves an alternative.

    1) All schedule-related submissions and transmittals must include a Primavera XER format of the schedules contained therein.

    2) The following Primavera P6 Professional Project Management (P6) Schedule Settings will be used unless otherwise approved by the Owner:

        a) Make open-ended activities critical
        b) Use Retained Logic setting
        c) Calculate “Start-to-Start” lag from early start
        d) Define critical activities as Longest Path
        e) Calculate float based on the finish date of each project
        f) Calculate total float as Finish Float
        g) Calendar for scheduling Relationship Lag is Predecessor Activity Calendar

b. Activities

    1) Activities will be grouped and sorted by an appropriate Work Breakdown Structure (WBS) to identify phase, area of work, location, etc. The WBS shall be structured in such a way that activities may be sorted into logical work areas and phases, with respect to their associated milestones and subject to Owner’s approval.

    2) All identified milestones in the Contract, including but not limited to " Award," "Notice to Proceed," “Substantial Completion” and "Final Completion," etc., shall be included in a separate node at the top of the WBS structure.

    3) All Contract Milestones shall be based on Calendar Days.

    4) In addition to construction activities, the Construction Schedules shall include all activities that will affect the Contractor's schedule, including but not limited to activities for submittals, shop drawings review, and approval cycles, fabrication and delivery of long lead materials, necessary permits, acquisitions, testing, turnover and training, meetings, owner furnished material or services, and coordinated operations by other agencies or third parties. Long lead procurement activities are those with an anticipated procurement sequence of over 90 calendar days.

    5) The Owner may identify additional interfaces during the course of the Work and the Contractor will incorporate these in the Progress Schedule as required.

6) The duration estimate for each activity shall be in Days and shall represent the single best estimate considering the scope of the Work and Resources planned for the activity.

7) Except for certain activities such as submittal reviews, curing of concrete, fabrication and delivery of materials, or milestones; activity durations shall not exceed 20 Days, unless otherwise accepted by the Owner.

8) Activity ID: Activity IDs shall be used to uniquely identify an Activity. No two activities can have the same ID in a particular project. Activity IDs can be created to uniquely represent project phases, milestones, activity types, or any information that is most important to track for a particular project. Once approved, the Baseline Activity IDs shall not be changed.

9) Responsibility Code: For all activities, a responsibility code shall be assigned to identify - Contractor, Subcontractor, Authority's labor force, outside agency, or a utility company, working on an activity. A legend shall clearly identify all codes used.

10) Activity descriptions shall use industry-standard terminology and shall clearly identify the Work, who is performing the Work, and its respective location. Each activity shall contain a subject, verb, and object.

11) The use of activity descriptions, Notebook Topics, user-defined text fields, or any other annotation in the scheduling software shall not be considered as a Notice to the Owner of a delay, claim, or dispute. Any such notification must be in accordance with the relevant provision of the Contract.

12) All activity date or float constraints must be identified and explained in the schedule narrative. Any use of constraints is subject to Owner approval. At the Owner's request, constraints shall be removed or replaced if appropriate activities and/or logical relationships can perform the same function.

13) The following activity date constraints shall not be used: "Start On", "Finish On", "Mandatory Start", and "Mandatory Finish".

14) "Level of Effort" activities must only be used to summarize other discrete activities in the schedule and not to represent construction tasks. The network logic of any given path of work through the schedule, shall not flow through a Level of Effort activity such that it is possible for a Level of Effort activity to appear on the Longest Path. Level of Effort activities may be used to summarize the duration of a sub-set of logically linked task-dependent activities for tracking support work or site infrastructure such as cranes, equipment maintenance, or project management functions. All Level of Effort activities shall be identified in the narrative with an explanation and are subject to Owner approval.

c. Relationships

1) Each activity or milestone shall have at least one predecessor and at least one FF or FS successor, except for the first and last activities.

2) Open-ended activities or milestones are not allowed. All open ends must be closed with an appropriate logical relationship (for example, where an activity's only predecessor is Finish to Start and the same activity's only successor is Start to Start, the finish would be an open end).

3) Redundant relationships shall not be used.

4) Contradicting relationships shall not be used.

5) Negative Lags and Start to Finish Relationships: Lag durations contained in the project schedule shall not have a negative value. Do not use Start to Finish (SF) relationships.

d. Schedule Submittal Format

1) Time-scaled bar chart schedules shall be submitted on letter, legal or tabloid size paper. Font size on the submitted schedules shall not be smaller than 8 point. Each schedule shall contain a title block with the following information.

a) Contractor's name.
b) Owner's Bid Package number and project name.
c) Data date.
d) Symbol definitions.

2) All project schedules shall be copied and submitted as one (1) PDF version and one (1) electronic copy of the native electronic schedule files for review, analysis, archiving, and transfer to other Project stakeholders as required. The electronic versions shall be transmitted to the Owner via the approved Owner's Project Management software. Alternative means of transmittal must be approved by the Owner.

3) Additional schedule submittal formats and information may be requested to further support the current reported status of the Project, such as printed CPM reports, graphics, or data tables.

e. Float

1) Float or slack is defined as the amount of time an activity can be delayed without delaying the project's finish date. Float within the schedule, and total float within the overall schedule is not for the exclusive use of the Contractor, or the Owner, but is a jointly owned resource available to be reasonably used by both parties equally.

2) Use of float suppression techniques such as preferential sequencing or logic, lead/lag logic restraints, and extended activity durations are prohibited.

3) In the event that the Contractor submits a Schedule depicting a planned early Substantial Completion date, approval of such schedule is at the sole discretion of the Owner which reserves the right to withhold approval. Approval of an early completion Project Schedule shall not modify the Substantial Completion Date or the Project completion date that was set forth in the Contract. The time difference between the Contractor's completion date and the Contract completion date shall be considered as the float. Under no circumstances shall the Owner be liable to the Contractor for any costs, delays, or other damages if the Contractor is prevented from completing the Work on a date before the Contractual Substantial Completion date.

f. Calendars

1) The Contractor shall employ working calendars that reflect the days planned to perform the Work, considering contractual moratorium periods and/or standard blackout days, recognized holidays, and anticipated weather days per contract.

2) Documentation supporting each calendar shall be submitted with the baseline submission. Calendar information will include the number of working days per week and the Contractor's holiday schedule, including any other non-work periods.

3) Any changes to calendars or new calendars will be identified, explained, and supported in the schedule narrative accompanying the schedule submission.

g. Cost Loading

1) No cost or resource loading is required.

h. Change Orders

1) If Contractor determines that a proposed change order will delay work on the critical path, a Time Impact Analysis shall be performed in accordance with Section 7 and submitted to the Owner in conjunction with the cost proposal.

2) Where there are associated time impacts, approved change orders must be incorporated into the next Schedule Update. Activities shall be added in sufficient detail to identify any work required by the change order. In the event that a change order includes a time extension, the milestone dates shall be adjusted accordingly.

3) Logic Changes: Specifically identify and discuss all logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, and other changes that have been made pursuant to contract provisions.

i. Recovery Schedule

1) If a Monthly Schedule Update shows a delay to a Milestone Completion Date(s), the Contractor shall submit a Recovery Schedule as described in this Section and in accordance with the General Conditions, when requested by the Owner.

2) The Recovery Schedule shall utilize as its basis, the most current Schedule Update with reasonable modifications to remaining work sequences, means, or methods that will allow the project to be completed by the current contractual substantial completion date. The Recovery Schedule shall clearly indicate any proposed overtime hours, additional shifts, and/or resources. The Owner shall have final discretion over the use of overtime hours and additional shifts and shall have the right to require overtime hours and/or additional shifts.

3) During the review of any Recovery Schedule, all Monthly Schedule Updates shall continue to be required every month.

4) Once approved by the Owner, the Recovery Schedule shall be incorporated into the next Monthly Schedule Update.

4. Submittal of the Baseline Construction Schedule:

a. The Contractor shall identify critical activities in sufficient detail to allow progress to be easily identified on not less than a monthly basis.

1) The Baseline Construction Schedule shall identify the following:
2) Contractor or Subcontractor and work or activity
3) Principal events of activity
4) Immediately preceding and succeeding activities
5) Early and late start dates
6) Early and late finish dates
7) Activity duration in calendar days
8) Total float or slack time

b. The Baseline Construction Schedule submitted in electronic format, shall be accompanied by the following reports:

1) A narrative report on the Scope of Work and phasing plan adopted.
2) Critical Path(s) Report

c. The Contractor shall participate in a review and evaluation of the proposed Baseline Schedule. Within 20 working days from receipt of the same, the Owner will review the Baseline Construction Schedule and return it to the Contractor either with comments or as accepted. Any revisions necessary as a result of this review shall be resubmitted for review within ten (10) working days after the review. This review cycle will continue until the Contractor submits a Baseline Schedule that is accepted by the Owner. The accepted Baseline Schedule shall be the schedule used by the Contractor for planning, organizing, directing the Work, and reporting progress.

d. The Baseline Schedule must show all Contract Milestones completed within the time frames specified. If contract completion or any other Contract Milestones are shown as completed in more or less time than specified, the Baseline Schedule may be rejected by the Owner.

e. The Baseline Schedule shall show the sequence and complete interdependence of construction and project-related activities reasonably required to complete the Work. Contractor shall be responsible for ensuring all work sequences are logical and follow the phasing plan (whenever required) under section D.

f. The Baseline Schedule is to remain completely without status or progress unless otherwise approved or agreed by the Owner.

g. Failure by Contractor to include any element of work required for the performance of the Contract, or failure to properly sequence the Work, shall not excuse Contractor from completing all work within the contractually defined time. The missing Scope of Work shall be incorporated into the Baseline Schedule without additional cost to the Owner.

5. Submittal of the Monthly Schedule Updates: The Contractor shall provide monthly updates to the Construction Schedule based on the actual progress of the Work to show progress against the approved Baseline Construction Schedule. The schedule shall be updated as of the last working day of each calendar month (data date) and it shall be submitted within five (5) working days from the data date, until Substantial Completion of the Project. The monthly updates shall be submitted in electronic format, and shall be accompanied by the following reports:

   a. A narrative report that shall include, but not be limited to:

      1) A discussion of the overall progress and goals.

      2) A justification and identification of activities that were worked out of sequence.

      3) A description of problem areas.

      4) Current and/or anticipated delaying factors and their potential impact.

      5) An explanation of corrective action (recovery plan) either taken or proposed for all critical areas.

      6) A listing of all intermediate contractual milestones with their respective float and schedule analysis.

      7) Define activities that were not started or completed as scheduled and provide an explanation.

      8) Identify outstanding "Requests for Information (RFI’s)" and discuss their cost and/or schedule impact.

   b. An Activity List that will include all activities that have had progress recorded against them during the latest reporting period.

c. The Contractor shall include a report listing all changes made including, but not limited to, activities added or deleted, logic ties added or deleted, calendar assignments, activity name changes, original duration changes, constraints date or assignment changes with an explanation for why it was required.

d. Critical Path(s) report

e. Six-Week Look Ahead Schedule

6. Submittal of the As-Built Schedules

a. The Contractor shall submit the As-Built Schedule, which is the schedule showing all activities completed, with actual start dates and actual finish dates for all activities, within thirty (30) working days following substantial completion or as directed by the Owner.

b. The As-Built Schedule must be accompanied by a copy of the native electronic schedule file for review, analysis, archiving, and transfer to other Project stakeholders as required.

7. Time Impact Analysis: If a delay beyond Contractor's control is encountered and a time extension is requested, a Time Impact Analysis must be submitted to Owner, substantiating a delay to the current Substantial Completion date. Contractor shall make every attempt possible to mitigate the effects of a delay if that mitigation can be done without additional cost to Owner or disruption to the project. If mitigation attempts are not made by Contractor, a statement must be provided explaining why efforts to mitigate the delay were not taken. Each delay or impact shall be addressed with a separate Time Impact Analysis and submitted with a narrative containing the following information:

a. Section 1: Analysis Summary

1) Briefly describe the circumstances surrounding the delay; including the cause and effects of the delay, efforts taken to mitigate the delay, the attributable party, and any other pertinent information. If mitigation attempts are not made, a statement must be provided explaining why efforts to mitigate the delay were not taken.

2) Provide a summarization of the analysis results:

a) Identify the full duration of the delay (difference in Critical Path Float between the Comparison Schedule and the Impacted Schedule).

b) If necessary, apportion the delay appropriately to the responsible party and identify any concurrency.

c) Identify the results of any mitigation efforts.

d) State the total amount of excusable days requested by Contractor as a result of the Time Impact Analysis.

b. Section 2: Impacted Schedule

1) Describe all changes made to the schedule

2) Include the schedule fragnet of relevant activities.

c. Section 3: Mitigation Schedule

1) Describe all changes made to the schedule, including a detailed list of the activities that benefited from the mitigation efforts.

2) Include the schedule fragnet of relevant activities.

d. Section 4: Supporting Documentation

1) Include any documentation relevant to the delay.

L. PRE-CONSTRUCTION AND PROGRESS MEETINGS

1. Pre-Construction Conference: The Owner's Representative will schedule a Pre-Construction Conference before the start of Work, at a time convenient to Owner and Contractor at a location acceptable to Owner.

   a. Attendees: Authorized representatives of the Contractor, major subcontractors, suppliers, and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Work and authorized to conclude matters relating to the Work.

   b. Agenda: The Owner or Owner's representative will forward a recommended agenda to the Contractor approximately five (5) days prior to the Pre-Construction Conference.

   c. Minutes: Contractor will record and distribute meeting minutes.

2. Progress Meetings: After the initial Pre-Construction Conference, regular meetings shall be scheduled and conducted by the Contractor at the job site for the purpose of reviewing the progress to date, projecting the work to be performed, and discussing any other issues pertinent to the successful completion of the Work. The Contractor shall require every entity involved with the status of the Work to be performed under the Contract Documents to be properly represented at these meetings and be informed of comprehensive work efforts necessary to complete the Work. More frequent progress meetings may be called by the Contractor as may be required. The Contractor will prepare and distribute minutes following each progress meeting.

M. ON-SITE COORDINATION MEETINGS AND DAILY ACTIVITIES REPORT

1. Due to the necessity of close coordination between trades of work on this SOW, the Contractor will be required to conduct periodic site coordination meetings in which, at a minimum, the following topics will be addressed:

   a. Safety

b. Security

c. Daily work plans

d. Division of responsibilities

e. Protection of utilities in the area

It is intended that this on-site meeting include all workers. The Owner, Owner's Representative, and Architect/Engineer shall have the option of attending the meetings and addressing the work force.

2. Commencing with the date of the NTP, which is considered Contract Day No. 1, the Contractor shall prepare and forward to the Owner's Representative a Daily Activity Report containing the following information:

a. Name of Contractor.

b. Contract and SOW name and number.

c. Contract day, date, and shift for the SOW.

d. All personnel engaged in the SOW, including management, supervisory, clerical, engineering, and manual.

e. An exact count of personnel hours by trade, craft, duties, Contractor or Subcontractor.

f. An exact equipment account on the SOW, identified as working or idle.

Contractor shall submit each Daily Activity Report to the Owner's Representative by 10:00 am on the business day following the day that is the subject of the report.

a. The Daily Activity Report shall be in a format approved by the Owner.

b. During times of inactivity, the Daily Activity Report and on-site coordination meetings may be suspended with Owner's written approval.

N. ~~CONTRACTOR AIRFIELD CONSTRUCTION SAFETY PLAN~~ – NOT APPLICABLE

1.

O. ~~FLOOR PENETRATIONS~~ – NOT APPLICABLE

P. DUST, DEBRIS, AND SMOKE CONTROL

1. The Contractor shall coordinate with the Owner's Representative when cutting or fabricating materials in order to minimize the accumulation of dust and debris. All work areas shall be kept clean of dust and debris at all times. All debris generated each working day must be removed from the building and properly disposed. If, after appropriate notification, the Contractor fails to fully comply with this requirement, the Owner reserves the right to undertake, at the Contractor's expense, any and all measures it feels necessary to ensure the safe operation of the airport.

Q. WASTE REMOVAL AND LANDFILL AVOIDANCE

1. The Contractor shall be responsible for the transportation and disposal of all waste materials to an off-airport waste disposal site approved to accept materials in accordance with all applicable laws and regulations.
2. The Contractor shall require that all waste management companies divert all waste to a local material recovery facility (MRF).
3. The Contractor shall provide monthly reporting on all waste materials.
   a. Example report:

Waste Description	Material Type	Waste Stream	Total Waste (tons)	Diverted Waste (tons)
Cardboard	Cardboard and Papers	Recycled		
Plastic	Plastic	Recycled		
Wood	Wood	Donated		
Metal	Metals	Salvaged		
Carpet	Carpet and Pad	Recycled		
Aggregate	Concrete	Recycled		
Asphalt	Asphalt	Recycled		
Glass	Glass	Recycled		
Gypsum	Gypsum Board	Recycled		
C&D Mixed	Commingled Waste	Recycled		
Trash	Commingled Waste	Landfill		
Total construction waste (tons)				0.00
Total diverted construction waste (tons)				0.00
Percentage of construction waste diverted from landfill				0.00%
Total number of material streams				4

4. All uncontaminated materials are to be recycled. In cooperation with the Waste Management Contractor and the local MRF capabilities, the following single use items shall be recycled (as applicable by project):
   - All paper items
   - Corrugated cardboard

- All metals
- Concrete and masonry
- All wood
- Plastics
- Gypsum Board
- Asphalt
- Carpet

5. On-site separation of materials (space permitting).

    a. The Contractor shall provide separate bins for each material type to avoid cross-contamination. Bins shall be labeled using multilingual or symbol-based language.

    b. Materials shall be sorted on-site prior to being hauled off in respective dumpsters or trucks. Only one material should be in each dumpster or truck. If multiple items are placed in one truck, items are to remain separated and transported to a transfer station. Once at Transfer Station, items will be measured or placed in larger dumpsters dedicated to the project and the specific material. Once the dumpster is full, the load shall be delivered to recycling facility, and weigh tickets shall be labeled for the project.

6. Commingled Collection (for sites with limited storage area for waste containers).

    a. The waste-sorting facility provides a waste diversion percentage specific to the project's waste based on measurement of each component waste material. Visual inspection is not an acceptable method of evaluation for documenting this percentage. Commingled waste may be considered only one material stream unless the facility can provide diversion rates for specific materials.

    b. The project team uses the facility's average diversion rate, which must be regulated by the local or state authority and must exclude alternative daily cover (ADC). This system must be a closed system; shipping waste to another municipality to manage, thus burdening another system, does not count as diverting the waste.

7. Salvageable Materials.

    a. Where feasible, divert salvageable materials for reuse or donation. Retain receipts and estimate weight or volume for materials donated to charities, reuse retailers, or other recipients that can verify and track incoming and outgoing materials.

R. SITE AVAILABILITY

1. The Contractor shall have access to the site as identified on the Drawings. Details regarding any limitations on access, including the time of site availability, are indicated in the Contract Documents. All deliveries of equipment and materials shall be made as indicated in the Drawings. Delivery of permit loads shall be coordinated a minimum of 24 hours in advance with the Owner.

2. The Owner reserves the right to limit the number of active work areas at any one time to minimize disruptions of Airport operations.

S. ~~DRIVER PERMIT REQUIREMENTS~~ – NOT APPLICABLE

1.

T. MAINTENANCE OF TRAFFIC

1. General

   The Contractor shall maintain traffic within the limits of the project, including all existing roads, pedestrian, or bussing areas which cross or intersect the project and are within the project limits. Traffic shall be maintained from the time the Contractor begins work on the project site until final acceptance of the project, including any periods during which the Contractor's operations are suspended. The Contractor shall conduct its work in a manner that will create a minimum amount of inconvenience to traffic.

   The Contractor shall be responsible for maintaining in a safe, passable, and convenient condition, such part or parts of existing roads as are being used by the Contractor to maintain local or through traffic within the limits of the project from the time the Contractor begins work on the project until final acceptance of the work.

   Signing, barriers, barricades, lighting, traffic control devices, and traffic control operations used in maintaining traffic shall be in accordance with the applicable provisions of the edition in effect on the date of advertisement of the *Manual on Uniform Traffic Control Devices for Streets and Highways* as prepared by the National Joint Committee on Uniform Traffic Control Devices and the FAA's Advisory Circular 150/5370-2E, *Operational Safety on Airports During Construction.* Any traffic control devices utilized shall be approved by the Engineer. Certain traffic control items may be addressed on the drawings.

   Payment for the various traffic control items and maintenance of traffic shall be included in the cost for "Mobilization."

2. Traffic Control Supervision

   The Contractor shall designate one individual who will have complete charge of the Contractor's traffic control program on the project as his/her project traffic control supervisor. This individual shall be given full authority by the Contractor to take such action as may be necessary to ensure that traffic is maintained in accordance with the requirements of the contract. He/she shall work with the Engineer so that the coordinator is informed of all details concerning the Contractor's traffic control program. The Contractor's traffic control supervisor or his/her designated representative shall be on call at all times and shall make any necessary changes in traffic control operations.

3. Traffic Control Program

The Contractor shall submit a proposed traffic control program, including the name of its designated traffic control supervisor, to the Engineer no later than ten (10) days calendar prior to the commencement of work. The Contractor's proposed traffic control program is subject to the Engineer's review and approval.

4. Traffic Control Through the Project

Except to the extent provided by the Owner in its discretion, the Contractor shall provide, erect, and maintain all necessary barriers, barricades, suitable and sufficient warning lights, danger signals, and signs; shall provide a sufficient number of flagmen direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public.

The Contractor shall erect and maintain effective warning and directional signs along all construction detours clearly directing traffic around the closed portion or portions of the roadway, parking lot, or other route, and along the entire length of the construction detour.

All barriers, barricades, and obstructions or hazardous conditions shall be illuminated as necessary to provide for safe traffic conditions.

Warning and caution signs shall be posted throughout the length of any portion of the project where traffic flow is restricted.

Unless otherwise permitted by the Engineer, signs, markers, barriers, barricades, and other traffic control devices shall be temporarily removed or altered by the Contractor at night or at other times when construction operations are not underway and the condition of the roadway used by traffic does not present a hazard. Such traffic control devices shall be replaced by the Contractor prior to the resumption of construction operations.

Advisory speed limit signs used by the Contractor shall be posted only when and where reduced speeds are warranted, and such reduced speeds shall be the maximum speeds which are reasonable under the prevailing conditions.

The Contractor shall provide continuous, safe access to all properties, both public and private, along the project in all cases where such access will be provided by the completed facility and shall conduct his/her operations in such a manner that inconvenience to the property owners will be held to a minimum.

5. Construction While Maintaining Traffic

When work is to be performed while maintaining traffic, the Contractor shall schedule and perform the work so as to create the least safety hazard to traffic.

At each location where work is started that creates a safety hazard, it shall be continued until completed to the extent that the safety hazard is eliminated. If the work is not pursued in a continuous manner, the Engineer will not allow any other work on the project to be performed until the existing safety hazard is eliminated. At each phase of the work or closure, the Contractor is required to work continuously until the closed section of pavement may be re-opened to vehicular traffic with the appropriate pavement markings in place.

The Contractor's costs associated with maintaining traffic in construction areas shall be included in the Agreement.

U. ~~ACCESS ROADS AND HAUL ROADS~~ – NOT APPLICABLE

1.

V. ~~TEMPORARY FACILITIES AND CONTROLS~~ – NOT APPLICABLE

1.

W. SUPPLY OF UTILITIES

1. Contractor shall consult with the Engineer in regard to on-site water supply. A source and manner for obtaining water shall be approved by the Engineer before any water is secured. Depending upon each individual project (see drawings) the Owner may provide on-site potable water, including that for a concrete batch plant on site if required, however in any case, the Contractor will be required to provide and install a water meter, and a backflow prevention device, approved by the Owner, at the source of the temporary water supply. Connections to fire hydrants may be permitted. The Contractor shall remove any temporary water connection at the end of its use and shall restore any disturbed property to its original condition or better. Any expenses related to water connection shall be borne by the Contractor and included in the Agreement.

2. The Contractor shall contact Duke Energy to obtain electrical service in support of Contractor activities. Any expenses of securing construction electrical service from the source of supply shall be borne by the Contractor. The source of supply shall be approved by the Engineer.

X. ~~CONSTRUCTION LAYOUT~~ – NOT APPLICABLE

1.

Y. ENVIRONMENTALLY SENSITIVE AREAS ADJACENT TO PROJECT

1. Portions of this SOW are to be constructed adjacent to drainage courses upstream of environmentally sensitive areas. If applicable, the Owner has secured permits to construct within the proper limits as indicated on the drawings. It is imperative that all Contractor's

personnel and equipment stay within the project limits and not disturb areas beyond these limits. Areas adjacent to the project site shall be protected and will be monitored continually throughout the project. Violations of this directive to keep these areas free from personnel and equipment could result in fines and/or project suspension. Should the Owner be fined for the Contractor's negligence in this matter, the amount of the fine shall be deducted from the Contractor's payment. Should the SOW be suspended due to Contractor's failure to comply with this Section Y, any related day shall not be grounds for an extension of the Contract Time or any Interim Contract Time.

2. The following conditions apply for work upstream of the environmentally sensitive areas:

   a. The Contractor shall take every reasonable effort to perform his activities so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

   b. The Contractor shall perform his activities so as to minimize any degradation of water quality.

   c. The Contractor shall permit and cooperate with the Owner and any other agencies in making periodic inspections to assure that activities are being performed in strict accordance with the specific requirements of the contract documents.

   d. All activities that involve the discharge of fill materials into adjacent streams shall be consistent with applicable water quality standards, effluent limitations, and standards of performance, prohibitions, pretreatment standards, and management practices established pursuant to the Water Act (33 U.S.C. 1413) and pursuant to State and local law.

3. The Contractor shall perform all work that has any impact on environmentally sensitive areas with the highest standards of diligence and care. The Contractor shall place particular attention on construction phasing and implementation of erosion control devices.

Z. EROSION AND SEDIMENTATION CONTROL DURING CONSTRUCTION

1. Erosion and sedimentation control is necessary under this SOW.

2. Portions of this project are to be constructed within the Neuse River Basin Buffer. The Contractor will perform all work that has any impact on the Buffer with the highest standards of diligence and care. Particular attention will be placed on construction phasing and implementation of erosion control devices.

3. The project site is subject to periodic inspections by the North Carolina DEQ personnel to ensure conformance with erosion control regulations. As such, the Contractor shall cooperate to the fullest extent in maintaining devices for erosion and sedimentation control and immediately make additions, corrections, and modifications to these devices as directed by the Engineer. No separate payment shall be made to the Contractor for installation and maintenance of erosion and sedimentation control devices; such costs shall be included in the Agreement.

AA. STORAGE OF EXPLOSIVE MATERIALS

No explosive materials be stored at the project site or anywhere on the property of the Raleigh-Durham International AirportSHOP DRAWINGS

1. Contractor will use the Owner's web-based software system for the processing of shop drawings, when applicable. The Owner's Representative will provide Contractor instruction on the use of this system.

2. The Contractor is responsible for the preparation of detailed shop drawings necessary for the fabrication, erection, and construction of all parts of the work in conformity with the Contract Documents. Copies of shop drawings shall be submitted to the Owner's Representative in accordance with the procedures herein described. The Owner's Representative, with assistance from the Architect, will review the shop drawings and return an annotated copy of the shop drawing submittal with comments to the Contractor.

3. The term "Shop Drawings," wherever referred to, shall be defined as drawings, reinforcement bar lists, diagrams, illustrations, schedules, catalog cuts, performance charts, brochures, and other submittal data prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the work shall be fabricated and/or installed.

4. The Contractor shall submit a detailed listing of all shop drawings required by the technical specifications. The listing shall be developed in a spreadsheet format and shall include:
   a. A unique submittal number, consisting of the Specification section and paragraph numbers, and a unique number assigned by the Contractor.
   b. A description of the submittal.
   c. The scheduled date of the submittal.

5. All submissions of shop drawings, brochures and catalog cuts shall be accompanied by a transmittal letter listing the submittal number, revision number, and drawings shall be listed by number and title. A minimum of one (1) PDF shall be submitted for drawings, brochures, and catalog cuts. The Owner's Representative will retain one (1) PDF copy for record. Three (3) hard copies are required for samples and color pallets.

6. Each shop drawing shall contain a title block with the following information provided:
   a. Number and title of drawing, including contract number.
   b. Date of drawing or revisions.
   c. Name of Contractor or subcontractor submitting drawings.
   d. RDU Project and SOW number.
   e. Specification section title and number and pay item number.
   f. Space above the title block for Owner's Representative's stamp; and
   g. Submission number (whether first, second, third, etc.)

h. Sheets, on which details of submittals shall be indicated, shall be not smaller than 22 by 34 inches.

i. Detail references, drawing number references.

Each shop drawing shall have listed on it all contract references, drawing numbers, plus shop drawing numbers on related work by other Subcontractors, if available.

7. The Contractor shall check and approve all shop drawings to make sure that they conform to the drawings, specifications, and other contract requirements, and correct the drawings found to be inaccurate or otherwise in error. The Contractor shall verify all field dimensions and criteria and shall be responsible for the coordination of work by all subcontractors. Shop drawings, at the time of submission, shall bear the signature of the Contractor's checker, date and stamp of approval for submission to the Owner's Representative as evidence that such drawings and/or details have been reviewed, checked and approved by the Contractor. Drawings submitted without such stamp of approval will be returned to the Contractor unapproved and will require resubmission. In such event, it will be deemed that the Contractor has not complied with the requirements of this subsection and shall bear the risks of delays as if no drawings or details had been submitted. Prints must bear Contractor's stamp. The Contractor, by approving and submitting shop drawings, represents that it has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data, and that it has reviewed and coordinated the information in the shop drawings with the requirements of the work and the Contract Documents. At the time of submission, the Contractor shall inform the Owner's Representative in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents.

8. The Owner's Representative, with the Architect's assistance, will process all shop drawings and samples within twenty-eight (28) calendar days unless otherwise stated in the Contract Documents, but only for conformance with the design concept of the contract and with the information given in the Contract Documents. Unless otherwise indicated, the Contractor shall transmit submittals in sufficient advance time to permit review and acceptance not less than 28 days before work represented by the submittals is scheduled to begin. The known exception to the 28-day review and acceptance time frame is the review of major structural elements. For these submittals, the Contractor is to allow for a review and approval time frame of forty-five (45) days. The construction drawings will also note this time frame. The Owner, Owner's Representative and Architect assume no responsibility for delays caused by review of a re-submittal of a previously rejected submittal; any such delay shall not be grounds for an increase in the Contract Time or any Interim Contract Time. Should a shop drawing not be approved after two submissions, the Contractor shall be liable for the costs of further reviews by the Owner's Representative. The Owner's Representative's approval of a separate item shall not indicate approval of an assembly in which the item functions. The Owner's Representative will return one shop drawing transparency to the Contractor for its use and distribution.

9. Review stamp will be affixed by the Owner's Representative, and will be marked, signed, and dated. The marks have the following meanings:

a. The mark, **No Exceptions Taken**, is an acceptance, and means that every illustration and description appears to conform to the requirements of the Contract Documents; that fabrication, assembly, manufacture, installation, application, and erection of illustrated and described product may proceed; and re-submittal is not required.

b. The mark, **Make Corrections Noted**, is an acceptance, and means that every illustration and description appears to conform to the respective requirements of the construction documents upon incorporation of reviewer's corrections, and that fabrication, assembly, manufacture, installation, application, and erection of illustrated and described product may proceed. Submittal so marked need not be resubmitted before prosecution of the work unless Contractor challenges reviewer's exception.

c. The mark, **Revise and Resubmit**, is a rejection, and means that submittal is deficient to the degree that reviewer cannot correct submittal with a reasonable degree of effort, that submittal shall be revised, and that revised submittal shall be submitted.

d. The mark, **Rejected**, is a rejection, and means that submittal is deficient to the degree that reviewer has not made a thorough review of submittal, that submittal shall be revised, and that revised submittal shall be submitted correct and complete.

The Contractor shall transmit re-submittals promptly. Time delays attributable to re-submittals shall not be grounds for an increase in the Contract Time or any Interim Contract Time. The Owner's Representative's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner's Representative in writing of such deviation at the time of submission and the Owner's Representative has given written approval to the specific deviation, nor shall the Owner's Representative's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

9. No materials shall be ordered and no portion of the work requiring shop drawings or sample submission shall be commenced until the Owner's Representative has approved the submission. All such materials and portions of work shall be in accordance with approved shop drawings and samples.

10. The Contractor shall, when requested by the Architect or Owner's Representative in writing, submit shop drawings in addition to those required by the Contract Documents.

11. Shop drawings submitted by the Contractor and approved by the Owner's Representative shall not become part of the Contract Documents.

12. The Contractor is advised that certain substitutions of "equal" items may not be permitted under the individual specification sections.

13. Only approved shop drawings, with Owner's Representative's stamp, are to be used for ordering materials, fabrication, and erection of work.

14. Within 21 days after completion of work defined by a shop drawing, the Contractor shall submit a final, corrected, shop drawing showing work as actually installed, placed, erected,

and applied. If further As-Built corrections are made, the Contractor shall resubmit a shop drawing showing these corrections. The Contractor shall submit final corrected shop drawings before final acceptance of the project.

BB. EMPLOYEE PARKING

Employee parking at the Project site is limited and shall be coordinated with the Owner.

CC. SUBSTITUTIONS

1. This Section specifies administrative and procedural requirements for handling requests for substitutions.

2. Substitution Request Submittal: Requests for substitution or equivalent items will be allowed or rejected at the discretion of the Owner. Proposed equivalent items must be approved by the Owner before the Contractor receives bids from Subcontractors. Substitutions will only be allowed after bids are received from Subcontractors if approved by the Owner in a properly executed Change Order and the request for substitution is due to circumstances beyond the Contractor's and potential subcontractor's control, such as when the specified product is no longer available. In order for the Owner to consider a request for substitution, the Contractor must include the following:

   a. Submit 5 copies of each request for substitution for consideration. Submit requests on forms included at end of this Section and in accordance with procedures required for Change Order proposals.

   b. Identify product, fabrication, or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with requirements for substitutions, and the following information, as appropriate:

      1) Product Data, including Drawings and descriptions of products, fabrication, and installation procedures.

      2) Samples, where applicable or requested.

      3) Detailed comparison of significant qualities of proposed substitution with those of Work specified. Significant qualities may include elements such as size, weight, durability, performance, and visual effect.

      4) Coordination information, including list of changes or modifications needed to other parts of Work and to construction performed by Owner and subcontractors that will become necessary to accommodate proposed substitution.

      5) Statement indicating substitution's effect on Contractor's Construction Schedule compared to schedule without approval of substitution. Indicate effect of proposed substitution on milestones and on overall Contract Time.

      6) Cost information, including proposal of net change, if any, in Guaranteed Maximum Price.

7) Certification by Contractor that substitution proposed is equal-to or better in every significant respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time, which may subsequently become necessary because of failure of substitution to perform adequately.

8) If the request for substitution is made after bid, a statement of the circumstances beyond Contractor's control that justify the substitution.

3. Conditions: Contractor's substitution request will be received and considered by the Owner when one or more of following conditions are satisfied, as determined by the Owner's Representative with assistance from the Architect; otherwise, requests will be returned without action except to record noncompliance with these requirements.

   a. Extensive revisions to Contract Documents are not required.

   b. Proposed changes are in keeping with general intent of Contract Documents.

   c. Request is timely, fully documented and properly submitted.

   d. Request is directly related to an "or equal" clause or similar language in Contract Documents.

   e. Specified product or method of construction cannot be provided within Contract Time. Request will not be considered if product or method cannot be provided as result of failure to pursue Work promptly or coordinate activities properly.

   f. Specified product or method of construction cannot receive necessary approval by governing authority and requested substitution can be approved.

   g. Substantial advantage is offered the Owner, in terms of cost, time, energy, conservation or to considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner or subcontractors, and similar considerations.

   h. Specified product or method of construction cannot be provided in manner that is compatible with other materials, and where Contractor certifies that substitution will overcome incompatibility.

   i. Specified product or method of construction cannot be coordinated with other materials, and where Contractor certifies that proposed substitution can be coordinated.

   j. Specified product or method of construction cannot provide warranty required by Contract Documents and where Contractor certifies that proposed substitution provides required warranty.

4. Contractor's submittal and the Owner's Representative's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with Contract Documents do not constitute an acceptable or valid request for substitution, nor does it constitute approval.

5. Decision of the Owner regarding acceptance or rejection of proposed substitution will be based, at least in part, on information supplied in the attached explanations and product data.

REQUEST FOR SUBSTITUTION

To: _____

Attention:_____

From: _____
Name of Company

_____
Address

_____
City, State, Zip Code

_____
Phone

Fully answer all information requested below. Failure to answer any item may cause rejection of request for substitution. If requested by the Owner's Representative, submit information about manufacturer and vendor history, financial stability, distribution, and support systems. Use one form for each product requested. Only first product listed will be considered on forms with more than one product listed.

Specification Section Number _____ Drawing Number _____
Paragraph Number _____ Detail Number _____

Specified Product _____

Proposed Substitution _____

Answer the following questions. Attach an explanation sheet on your company's letterhead when required.

Does the proposed substitution affect dimensions indicated on Drawings?

No_____ Yes_____ (If yes, explain below).

_____

Does the proposed substitution require changes in Drawings and/or design or installation changes?

No_____ Yes_____

If yes, is the cost of these changes included in the proposed amount? No_____ Yes_____

Does the proposed substitution affect other trades? No_____ Yes_____

(If yes, explain who and how)_____

_____

If the proposed product does affect the work of other trades, has the cost impact on their work been included in the price of the proposed substitution?

No_____ Yes_____

Does the proposed product's guarantee differ from that of the specified products?

No_____ Yes_____ (If yes, explain how) _____

Why is this proposal for substitution being submitted? List reasons below:

_____

Attach a listing of 3 projects using proposed substitution completed within the past 5 years in geographic and climatic region of Project. One of the applications shall have been in service for at least 3 years.

Attach product data/brochures and Vendor Qualification Form for the specified and substitute product.

Undersigned has examined Contract Documents, is familiar with specified product, understands indicated application of product, and understands design intent of Architect. Undersigned states that proposed substitution complies with Contract Documents and will perform at least equally to specified product within limitations stated above. Undersigned accepts responsibility for coordinating application and installation of proposed substitution and waives all claims for additional costs resulting from incorporation of proposed substitution into Project or its subsequent failure to perform according to specified requirements.

Submitted By _____
Typed Signature

Date: _____

VENDOR QUALIFICATION FORM

1. **Statement of Confidentiality:**

   The Contractor and Owner's Representative will treat any information as confidential, which is clearly labeled so. A "clear label" is defined as the word "Confidential" marked in red ink on each and every page desired confidential in letters no less than one half inch high.

2. **Vendor's Organization:**

   For the product being considered, list the number of employees in:

   _____ Product manufacture

   _____ Product sales

   _____ Product marketing

   _____ Product R & D

   _____ Product technical service

   _____ **TOTAL**

3. **Financial Stability:**

   Provide past five years sales history and current audited financial statement or equivalent documentation of financial stability.

4. **Safety and Environment:**

   Define vendor policies.

5. **Sales/Service Offices:**

   List all locations.

6. **Geographic Markets:**

   List all areas served.

7. **Products:**

   On (a) separate sheet(s) for each product, list product name, uses, length of time in service, test data. Provide Material Safety Data Sheet(s). Provide case history data of product use in five major projects within the last two years.

8. **Quality Assurance:**

Define manufacturing program. Define installation program.

9. **Installation:**

By manufacturer?	_____	Y	_____	N
By certified applicators?	_____	Y	_____	N
By approved applicators?	_____	Y	_____	N
By any applicator?	_____	Y	_____	N

10. **Comments:**

_____

_____

11. **Standard Warranty:**

Provide copy of terms.

12. **References:**

Provide three.

_____

_____

_____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Being duly sworn deposes that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of _____.

Notary Public: _____

My Commission Expires: _____

DD. ~~METHOD OF MEASUREMENT AND PAYMENT OF UNIT PRICE WORK~~ – NOT APPLICABLE

EE. ~~PAYMENT FOR STORED MATERIALS~~ – NOT APPLICABLE

FF. APPLICATIONS AND CERTIFICATIONS FOR PAYMENT

1. This Section specifies administrative and procedural requirements governing Contractor's Applications for Payment.

2. Contractor will use the Owner's web-based software system for the processing of Applications for Payment when applicable. The Owner's Representative will provide Contractor instruction on the use of this system.

3. Coordinate preparation of Schedule of Values with preparation of Contractor's Construction Schedule.

    a. Correlate line items in Schedule of Values with other required administrative schedules and forms, including:

        1) Contractor's Construction Schedule.
        2) Application for Payment form and Affidavit and Undertaking for Stored Materials form.
        3) List of Subcontractors.
        4) Schedule of allowances.
        5) Schedule of alternates.
        6) List of products.
        7) List of principal suppliers and fabricators (if not submitted with Bid).
        8) Schedule of submittals.

    b. Submit Schedule of Values to the Owner's Representative at earliest feasible date, but in no case later than 15 consecutive days after the commencement date established in the NTP.

    c. Sub-Schedules: Where Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

4. Format and Content of Schedule of Values.

    a. Identification: Include the following SOW identification on Schedule of Values:

        1) SOW name and location.
        2) SOW number.
        3) Contractor's name and address.
        4) Date of submittal.

    b. Arrange Schedule of Values in tabular form with separate columns to indicate the following for each item listed,

1) Generic name.
2) Related Specification Section.
3) Name of subcontractor.
4) Name of manufacturer or fabricator.
5) Name of supplier.
6) Change Orders (numbers) that have affected the dollar value.
7) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

c. Provide breakdown of Guaranteed Maximum Price in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts into several line items.

d. Round amounts to nearest whole dollar; total shall equal Guaranteed Maximum Price.

e. For each part of Work where an Application for Payment may include Stored Materials as described in Section Q, provide separate line items on Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of Work. An Affidavit and Undertaking of Stored Materials form must be included with each application for payment that includes Stored Materials.

f. Unit Cost Allowances: Show line-item value of unit cost allowances as product of unit cost times measured quantity as estimated from Contract Documents.

g. Schedule Updating: Update and resubmit Schedule of Values when Change Orders or Construction Change Directives result in a change in Guaranteed Maximum Price.

5. Each Application for Payment shall be consistent with previous applications and payments as reviewed by Owner's Representative and paid for by Owner.

   a. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements identified below.

6. Payment Application Times: Each progress payment date is as indicated in the Agreement. Period of construction Work covered by each Application or Payment is period indicated in the Agreement.

7. Payment Application Forms: Use the Payment Application Form, and Affidavit and Undertaking for Stored Materials form provided by Owner.

8. Application Preparation: Complete every entry on required forms, including notarization and execution by person authorized to sign legal documents on behalf of Contractor. Incomplete applications will be returned without action.

   a. Entries shall match data on Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

b. Include amounts of Change Orders and Construction Change Directives issued prior to last day of construction period covered by application.

9. Transmittal: Submit one electronic copy in the form of a searchable PDF to the Owner/Owner's rep by means ensuring receipt within 24 hours; it shall be complete, including waivers of lien, affidavits, SB reporting forms, and similar attachments, when required.

   a. Transmit each copy with transmittal form listing attachments, and recording appropriate information related to application in manner acceptable to Contractor.

10. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

    a. List of subcontractors.

    b. List of principal suppliers and fabricators.

    c. Schedule of Values.

    d. Contractor's current Construction Schedule.

    e. Schedule of principal products.

    f. Schedule of unit prices.

    g. Submittal Schedule (preliminary if not final).

    h. List of Contractor's staff assignments.

    i. Copies of building permits (if applicable).

    j. Copies of authorizations and licenses from governing authorities for performance of the Work.

    k. Initial progress report.

    l. Executed Affidavit and Undertaking for Stored Materials form.

    m. SB Reporting - Contractors are required to report compliance with the Small Business program requirements using the Authority's Small Business Contract Compliance System. Compliance requirements include:

       - Compliance Audit Summary (Monthly)

       - Request to Change/Replace SB Subcontractors (if applicable)

    n. Sales Tax Reporting Form (NC purchases, sales and use taxes) – The Sales and Use Tax Affidavit is used to certify that the Supplier/Contractor has paid all applicable sales and use tax for goods or services purchased for the Owner.

       1) Submit monthly with each Application for Payment (Prime & Subs)

       2) Attach all supplier invoice copies to support data on the Sales Tax Report

3) Maintain Records for Three (3) Years

4) For taxable purchases made by a Contractor or Sub in a County other than Wake or Durham, adjust the form accordingly or make it clear which county the purchase was made

5) RDU Sales and Use Tax Report/Affidavit (Signed by Corporate Officer / CFO)

11. Interim Applications for Payment: Following the Initial Payment up to Substantial Completion must include the following:

    a. SB Reporting - Contractors are required to report compliance with the Small Business program requirements using the Authority's Small Business Contract Compliance System. Compliance requirements include:

        - Compliance Audit Summary (Monthly)

        - Request to Change/Replace SB Subcontractors (if applicable)

    b. Sales Tax Reporting Form (NC purchases, sales and use taxes) – The Sales and Use Tax Affidavit is used to certify that the Supplier/Contractor has paid all applicable sales and use tax for goods or services purchased for the Owner

        1) Submit monthly with each Application for Payment (Prime & Subs)

        2) Attach all supplier invoice copies to support data on the Sales Tax Report

        3) Maintain Records for Three (3) Years

        4) For taxable purchases made by a Contractor or Sub in a County other than Wake or Durham, adjust the form accordingly or make it clear which county the purchase was made.

        5) RDU Sales and Use Tax Report/Affidavit (Signed by Corporate Officer / CFO)

12. Application for Payment at Substantial Completion: Following issuance of the G704 Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect any Partial Occupancy and Use Agreements (POUAs) issued previously for Owner occupancy of designated portions of Work.

    a. Occupancy permits and similar approvals.
    b. Test/adjust/balance records.
    c. Maintenance instructions.
    d. Meter readings.
    e. Start-up performance reports.
    f. Change-over information related to Owner's occupancy, use, operation, and

maintenance.

g. Final cleaning.

h. Application for reduction of retainage, and consent of surety.

i. Final progress photographs.

j. List of incomplete Work recognized as exceptions to Architect's G704 Certificate of Substantial Completion.

k. Executed Affidavit and Undertaking for Stored Materials form.

l. SB Reporting - Contractors are required to report compliance with the Small Business program requirements using the Authority's Small Business Contract Compliance System. Compliance requirements include:

- Compliance Audit Summary (Monthly)
- Request to Change/Replace SB Subcontractors (if applicable)

m. Sales Tax Reporting Form (NC purchases, sales and use taxes) – The Sales and Use Tax Affidavit is used to certify that the Supplier/Contractor has paid all applicable sales and use tax for goods or services purchased for the Owner.

1) Submit monthly with each Application for Payment (Prime & Subs)

2) Attach all supplier invoice copies to support data on the Sales Tax Report

3) Maintain Records for Three (3) Years

4) For taxable purchases made by a Contractor or Sub in a County other than Wake or Durham, adjust the form accordingly or make it clear which county the purchase was made.

5) RDU Sales and Use Tax Report/Affidavit (Signed by Corporate Officer / CFO)

13. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of final payment Application for Payment include following:

a. All requirements for Section II-Closeout Inspection Procedures

b. All requirements for Section JJ-Additional Closeout Documentation

c. All requirements for Section KK-Operation and Maintenance Data

d. All requirements for Section LL-Product Warranties

e. All requirements for Section MM-Project Record Documents

f. Completion of unfinished items specified for completion after the Substantial Completion date.

g. Assurance that Work not completed and accepted will be completed without undue delay.

h. Assurance that unsettled claims will be settled.

i. Certified property survey.

j. Proof of taxes, fees and similar obligations having been paid.

k. Removal of temporary facilities and services.

l. Removal of surplus materials, rubbish, and similar elements.

m. Change of door locks to Owner's access.

n. SB Reporting - Contractors are required to report compliance with the Small Business program requirements using the Authority's Small Business Contract Compliance System. Compliance requirements include:

- Compliance Audit Summary (Monthly)
- Request to Change/Replace SB Subcontractors (if applicable)

o. Sales Tax Reporting Form (NC purchases, sales and use taxes) – The Sales and Use Tax Affidavit is used to certify that the Supplier/Contractor has paid all applicable sales and use tax for goods or services purchased for the Owner.

1) Submit final forms with the Application for Payment (Prime & Subs)

2) Attach all supplier invoice copies to support data on the Sales Tax Report

3) Maintain Records for Three (3) Years

4) For taxable purchases made by a Contractor or Sub in a County other than Wake or Durham, adjust the form accordingly or make it clear which county the purchase was made.

5) RDU Sales and Use Tax Report/Affidavit (Signed by Corporate Officer / CFO)

1)

GG. FINAL CLEANING

1. This Section specifies administrative and procedural requirements for final cleaning at Completion.

2. Special cleaning requirements for specific elements of Work are included in appropriate Sections of the Technical Specifications.

3. General project closeout requirements are included in the Section of these Special Conditions titled "Closeout Procedures."

4. Conduct cleaning and waste disposal operations in compliance with all applicable laws, ordinances, and safety standards. Comply fully with federal and local environmental and

anti-pollution regulations.

a. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

b. Burning or burying of debris, rubbish or other waste material on the premises will not be permitted.

5. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.

6. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from commercial cleaning and maintenance program. Comply with manufacturer's instructions.

7. Complete the applicable items of the following cleaning operations before requesting inspection for Certification of Completion for entire SOW or a portion of SOW.

a. Clean project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even textured surface.

b. Remove tools, construction equipment, machinery, and surplus material from the site.

c. Clean exposed exterior and interior hard surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

d. Remove labels that are not permanent labels.

e. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.

f. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.

g. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs, and defective and noisy starters in fluorescent and mercury vapor fixtures.

h. Leave project clean and ready for occupancy.

8. Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction period.

9. Where extra material of value remains after completion of associated construction has become Owner's property, dispose of these materials as directed.

HH. CLOSEOUT INSPECTION PROCEDURES AND DOCUMENTATION

1. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

   a. Inspection procedures.

   b. Project record document submittal.

2. Closeout requirements for specific construction activities are included in appropriate Technical Specifications.

3. Preliminary Procedures: Before requesting inspection for Certification of Completion, complete the following.

   a. In the Application for Payment that coincides with, or first follows, date Completion is claimed, show 100 percent completion for portion of Work claimed as complete. Include supporting documentation for completion as indicated in these Contract Documents and statement showing an accounting of changes to Contract Sum.

      (i) If 100 percent completion cannot be shown, include list of incomplete items, value of incomplete construction, and reasons Work is not complete.

   b. Advise Owner of pending insurance change-over requirements.

   c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

   d. Obtain and submit releases enabling Owner unrestricted use of Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

   e. Submit record drawings, operations and maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

   f. Deliver tools, spare parts, extra stock, and similar items.

   g. Make final change-over of permanent locks and transmit keys to Owner. Advise Owner's personnel of change-over in security provisions.

h. Complete start-up testing of systems, and instruction of Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from site, along with construction tools, mock-ups, and similar elements.

i. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

4. Inspection Procedures: On receipt of request for inspection, Owner's Representative will either proceed with inspection or advise Contractor of unfilled requirements. Owner's Representative will prepare Certificate of Completion following inspection or advise Contractor of construction that must be completed or corrected before certificate will be issued.

   a. The Owner's Representative will repeat inspection when requested and assured that Work has been completed.

   b. The Owner's Representative will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.

   c. Results of completed inspection will form basis of requirements for final acceptance.

5. Final Acceptance: Before requesting final inspection for certification of final acceptance and final payment, complete the following.

   a. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

   b. Submit an updated final statement, accounting for final additional changes to Guaranteed Maximum Price.

   c. Submit certified copy of Owner's Representative's final inspection list (the "Punchlist") of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and list has been endorsed and dated by Owner's Representative.

   d. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of date of Substantial Completion, or when Owner took possession of and responsibility for corresponding elements of Work.

   e. Submit Consent of Surety to final payment.

   f. Submit final liquidated damages settlement statement, if applicable.

   g. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

6. Re-inspection Procedure: The Owner's Representative will re-inspect Work upon receipt

of notice that Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to Architect.

a. Owner's Representative will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.

b. Upon completion of re-inspection, Owner's Representative will prepare certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

c. If necessary, re-inspection will be repeated. The Contractor shall assume and pay for all costs associated with the Owner's, Owner's Representative's, and Architect's services beyond the initial inspection and one re-inspection of the work. Reimbursement of these costs shall be collected through a deduction from outstanding payments due the Contractor.

7. Operating and Maintenance Instructions: In accordance with Section FF, arrange for each installer of equipment that requires regular maintenance to meet with Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include detailed review of following items:

   a. Maintenance manuals.
   b. Record documents, including all final surveys.
   c. Spare parts and materials.
   d. Tools.
   e. Lubricants.
   f. Fuels.
   g. Identification systems.
   h. Control sequences.
   i. Hazards.
   j. Cleaning.
   k. Warranties and bonds.
   l. Maintenance agreements and similar continuing commitments.

8. As part of instruction for operating equipment, demonstrate following procedures:

   a. Start-up.
   b. Shutdown.
   c. Emergency operations.
   d. Noise and vibration adjustments.
   e. Safety procedures.
   f. Economy and efficiency adjustments.
   g. Effective energy utilization.

II. ADDITIONAL CLOSEOUT DOCUMENTATION

The Contractor shall furnish the following closeout documents, ***as applicable***, preceding or in conjunction with the final payment application.

1. Punchlist – The punch list is to be completed and signed off by the Contractor, Architect/Engineer (A/E),, Field Inspector or Project Manager (PM), and any other applicable parties required. A fully signed copy shall be furnished.

2. AIA G704, Certificate of Substantial Completion - The Contractor shall submit an AIA G704, Certificate of Substantial Completion complete with the A/E and RDU signatures.

3. Certificate(s) of Occupancy / Agency Sign Off – The Contractor shall provide documentation of CoO issuance (if applicable) or that all permit and regulatory requirements have been satisfied by the applicable agencies.

4. Operations & Maintenance Manuals– The Contractor shall provide (2) hard copy and (1) electronic O&M, in accordance with Section KK and the Project specifications for any new system installed.

5. Attic Stock List – The Contractor shall provide a detailed listing of all attic stock materials turned over to the Authority. The list is to include quantities, manufacturer's item number, item description, and to whom it was turned over to.

6. Project Contact Directory – The Contractor shall provide a detailed list of all subcontractors and their contact information.

7. Badge, Key, & Vehicle Permit Returns – The Contractor shall ensure that any badges, keys (if applicable), and vehicle permits (if applicable) issued for the sole purpose of the project are returned to the badging office and obtain a receipt signed by the badging office.

   The Contractor shall notify all subcontractors that a receipt must be obtained from the badging office upon return of any items.

   All badges and keys issued shall be returned to the badging office.

   Vehicle permit decal(s) shall be scraped from the vehicle(s) and returned to the badging office.

   a. Badge, Key, & Vehicle Permit Return Receipts - A copy of the compiled receipts shall be furnished with the closeout package.

   b. List of firms working on other active projects – The Contractor shall provide a list, to include themselves (if applicable), listing all firms that are working on other active projects for Authority verification.

1) The list shall include all project numbers and project titles for each active project per firm listed.

2) The list shall include an account of what items were not returned for each firm.

8. Insurance Certificate and Written Statement

   a. Current Certificate of Insurance - The Contractor or Contractor shall provide a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect.

   b. Written Insurance Statement - The Contractor or Contractor shall provide a written statement that the Contractor knows of no reason that the insurance shall not be renewable to cover the period required by the Contract Documents.

9. Warranties

   a. All product warranties as required in Section LL.

   b. Any maintenance agreements as required by the specifications.

   c. The Contractor shall provide all workmanship warranties from subcontractors for the contractually required time period, after substantial completion.

   d. The Contractor shall also provide its own written warranty for the work, for the contractually required time period, after substantial completion.

10. Test Reports – The Contractor shall provide all written test reports.

11. Commissioning Documentation - The Contractor or CMAR shall provide all documentation of any required commissioning of new equipment or systems.

12. LEED Certifications – The Contractor shall provide a summary of all LEED certified items on the project including the LEED reference number and level of certification obtained.

13. Envision Awards – The Contractor shall provide documentation of all Envision awards achieved for the project.

14. Proof of Training Sessions (if applicable) - The Contractor shall provide evidence that all necessary training has been performed and supply any training videos available.

15. As-Built Drawings – The Contractor shall provide digital as-built drawings reflecting all changes that occurred during construction of the project in pdf, CAD, & GIS formats in addition to the requirements set forth in Section HH, Project Record Documents.

16. Record Drawings (if Design/Build) - The D/B Firm shall provide full record drawings incorporating all as-built changes in both pdf and dwg formats.

17. BIM Models – If BIM modeling is being utilized for the project, the Contractor shall provide all BIM models and provide written confirmation of transmission to the Authority (email confirmations acceptable).

18. Affidavits, Surety, and Waivers
    a. AIA G706, Contractor's Affidavit of Payment of Debts and Claims.
    b. AIA G707, Consent of Surety for Release of Final Payment.
    c. AIA G903, Conditional Waiver and Release upon Final Payment - for the Contractor.
    d. Conditional Waiver and Release upon Final Payment - for each subcontractor or sub-subcontractor.
    e. AIA G706A, Contractor's Affidavit of Release of Liens - for the Contractor.

19. Warranty Bond - The Contractor shall also furnish a Warranty Bond in an amount at least equal to one hundred percent (100%) of the total amount paid to Contractor under the Agreement for each SOW, or such lesser amount as Owner may determine in its sole discretion, as security for any potential defects in materials or workmanship that might arise following completion of the Project. This Bond shall remain in effect at least until three (3) years after the date of substantial completion of the construction work pursuant to this Agreement. Pursuant to the Insurance & Bond Requirements article 3.7.2.

20. Subcontractor Performance Reports – The Contractor shall provide a performance report for each first-tier subcontractor on the project. Template to be provided by Owner.

21. Sales & Use Tax Statement - The Contractor shall provide a written statement affirming that all required sales tax and use tax reports have been submitted.

JJ. OPERATION AND MAINTENANCE DATA

1. This Section specifies administrative and procedural requirements for operating and maintenance manuals as required by the Contract Documents, including the following:
    a. Preparation and submittal of operating and maintenance manuals for operating systems or equipment.
    b. Preparation and submittal of instruction manuals covering the care, preservation and maintenance of products and finishes.
    c. Preparation and submittal of software manuals and programming instructions for any system that uses software or requires programming to function.
    d. Instruction of Owner's operating personnel in operation and maintenance of systems and equipment.
2. Special operating and maintenance data requirements for specific pieces of equipment or operating systems are detailed in the Technical Specifications.

3. Maintenance Manual Preparation: In preparation of Maintenance Manuals, use personnel

thoroughly trained and experienced in operation and maintenance of the equipment or system involved.

a. Where written instructions are required, use personnel skilled in technical writing to the extent necessary for communication of essential data.

b. Where Drawings or diagrams are required, use draftsmen capable of preparing Drawings clearly in an understandable format.

4. Instruction for Owner's Personnel: For instruction of Owner's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the equipment or system involved.

5. Submittal Schedule: Comply with the following schedule for submittal of operating and maintenance manuals.

a. Before Substantial Completion, when each installation that requires submittal of operating and maintenance manuals is nominally complete, submit two draft copies of each manual to Owner's Representative for review. Include a complete index or table of contents of each manual. The Owner's Representative will return one copy of the draft with comments within thirty (30) days of receipt.

b. Submit one copy of data in final form at least fifteen (15) days before final inspection. This copy will be returned within fifteen (15) days after final inspection, with comments.

c. After final inspection make corrections or modifications to comply with Owner's Representative 's comments. Submit one searchable electronic PDF copy on a USB thumb drive or hard drive within 15 days of receipt of comments, which copies shall remain the property of Owner.

6. Form of Submittal: Prepare operating and maintenance manuals in the form of an instructional manual for use by Owner's operating personnel. Submit one searchable electronic PDF version of submittal. Organize into suitable sets of manageable size.

7. Manual Content: In each manual include information specified in the individual Specification Section, and the following information for each major component of equipment and its controls:

a. General system or equipment description.

b. Design factors and assumptions.

c. Copies of applicable Shop Drawings and Product Data.

d. System or equipment identification, including:

e. Name of manufacturer.

f. Model number.

g. Serial number of each component.

h. Operating instructions.

i. Emergency instructions.

j. Wiring diagrams.

k. Inspection and test procedures.

l. Maintenance procedures and schedules.

m. Precautions against improper use and maintenance.

n. Copies of warranties.

o. Repair instructions including spare parts listing.

p. Sources of required maintenance materials and related services.

q. Manual Index.

8. Organize each manual into separate Sections for each piece of related equipment. As a minimum each manual shall contain a title page, a table of contents, copies of Product Data, supplemented by drawings and written text, and copies of each warranty, bond and service contract issued.

   a. Title Page: Provide title page in a transparent plastic envelope as the first sheet of each manual. Provide the following information:

      1) Subject matter covered by the manual.

      2) Name and address of Project.

      3) Date of submittal.

      4) Name, address, and telephone number of Contractor.

      5) Name and address of Architect.

      6) Cross reference to related systems in other operating and maintenance manuals.

   b. Table of Contents: After the Title Page, include typed table of contents for each volume, arranged systematically according to Project Manual format. Include list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.

      1) Where more than one volume is required to accommodate data for a particular system, provide a comprehensive table of contents for all volumes in each volume of the set.

   c. General Information: Provide a general information Section immediately following the Table of Contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractors or installer, and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. In addition, list a local source for replacement parts and equipment.

   d. Product Data: Where manufacturer's standard printed data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet

to identify each part or product included in the installation. Where more than one item in a tabular format is included, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation and delete references to information that is not applicable.

e. Written Text: Where manufacturer's standard printed data is not available, and information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written text to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.

f. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems, or to provide control or flow diagrams. Coordinate these drawings with information contained in Project Record Drawings to assure correct illustration of the completed installation.

g. Do not use original Project Record Documents as part of the Operating and Maintenance Manuals.

h. Warranties, Bonds and Service Contracts: Provide a digital copy of each warranty, bond, or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. Provide a list of circumstances and conditions that would affect validity of the warranty or bond.

i. Recurring and/or Preventive Maintenance Requirements: Provide a detailed list of items that require recurring and/or preventive maintenance, a listing of tasks associated with such maintenance, and the recommended frequency of the tasks.

KK. PRODUCT WARRANTIES

1. This Section includes administrative and procedural requirements for warranties required by Contract Documents, including manufacturer’s standard warranties on products and special warranties. Manufacturer’s disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

2. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as result of such failure or which must be removed and replaced to provide access for correction of warranted construction.

3. Reinstatement of Warranty: When Work covered by warranty has failed and been corrected by replacement or rebuilding, reinstate warranty by written endorsement.

Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.

4. Replacement Cost: Upon determination that Work covered by warranty has failed, replace or rebuild Work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for cost of replacing or rebuilding defective Work regardless of whether Owner has benefited from use of Work through portion of its anticipated useful service life.

5. Owner's Recourse: Expressed warranties made to Owner are in addition to implied warranties, and shall not limit duties, obligations, rights, and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

6. Rejection of Warranties: Owner reserves right to reject warranties and to limit selection to products with warranties not in conflict with requirements of Contract Documents.

7. Submit written warranties in digital format to the Owner’s Representative prior to date certified for Final Payment. If Architect's Certificate of Final Payment designates commencement date for warranties other than date of Final Payment for Work, or designated portion of Work, submit written warranties upon request of the Owner’s Representative.

    a. When designated portion of Work is completed and occupied or used by Owner, by separate agreement with Contractor during construction period, submit properly executed warranties to the Owner’s Representative within 15 days of completion of that designated portion of Work. When Contract Documents require Contractor and subcontractor, supplier, or manufacturer to execute a special warranty, prepare written document that contains appropriate terms and identification, ready for execution by required parties. Submit draft to Owner through the Owner’s Representative for approval prior to final execution.

8. Form of Submittal: At Final Completion compile one electronic copy in the form of a searchable PDF of each required warranty properly executed by Contractor, subcontractor, supplier, or manufacturer. Organize warranty documents into an orderly sequence based on table of contents of Project Manual.

    a. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

LL. PROJECT RECORD DOCUMENTS

1. This Section specifies administrative and procedural requirements for Project Record Documents. Project Record Documents required include the following:

    a. Marked up copies of Contract Drawings.

b. Marked up copies of Shop Drawings.
c. Newly prepared Drawings.
d. Marked up copies of Specifications, addenda, and Change Orders.
e. Marked up Product Data submittals.
f. Record Samples.
g. Field records for variable and concealed conditions.
h. Record information on Work that is recorded only schematically.

2. Maintenance of Documents and Samples: Store record documents and Samples in field office apart from Contract Documents used for construction. Do not permit Project Record Documents to be used for construction purposes. Maintain record documents in good order, and in clean, dry, legible condition. Make documents and Samples available at all times for inspection by Owner's Representative.

3. Mark-up Procedure: During construction period, maintain set of blue- or black-line white-prints of Contract Drawings and Shop Drawings for Project Record Document purposes.

   a. Mark these Drawings to indicate actual installation where installation varies from installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:

      1) Dimensional changes to Drawings.
      2) Revisions to details shown on Drawings.
      3) Depths of foundations below first floor.
      4) Locations and depths of underground utilities.
      5) Revisions to routing of piping and conduits.
      6) Revisions to electrical circuitry.
      7) Actual equipment locations.
      8) Duct size and routing.
      9) Locations of concealed internal utilities.
      10) Changes made by Change Order or Construction Change Directive.
      11) Changes made following Owner's Representative's or Contractor's written orders.
      12) Details not on original Contract Drawings.

   b. Mark record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross reference on Contract Drawings location.

   c. Mark record sets with red erasable colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.

   d. Mark important additional information that was either shown schematically or omitted from original Drawings.

e. Note Construction Change Directive numbers, alternate numbers, Change Order numbers and similar identification.

f. A copy of all current marked-up Contract Drawings shall be submitted to the Owner's Representative with the submission of each Application for Payment. Any temporary construction measures shall be included in this periodic update.

4. Responsibility for Markup: The individual or entity, who obtained record data, whether the individual or entity is the installer, subcontractor, or similar entity shall prepare the mark-up on record Drawings.

   a. Accurately record information in an understandable drawing technique.

   b. Record data as soon as possible after obtaining it. Record and check the mark-up prior to enclosing concealed installations.

   c. At time of Completion, submit record Drawings to Contractor for Owner's records. Organize into sets, bind, and label sets for Owner's continued use.

5. Review of Record Drawings: Immediately prior to inspecting Certification of Substantial Completion, review completed marked-up Record Drawings with the Owner's Representative. Contractor shall provide interpretations, incorporate changes, add details and notes, and resubmit drawings as requested by the Owner's Representative**.** The Architect's/Engineer's staff will revise project electronic drawing files to develop the Record Drawing set for the Owner. The Contractor shall continue to provide coordination, consultation, and review throughout this effort as requested by the Contractor.

6. Record Specifications: During construction period, maintain one (1) copy of Project Specifications, including addenda and modifications issued, for Project Record Document purposes.

   a. Mark Specifications to indicate actual installation where installation varies from that indicated in Specifications and modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.

      1) In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.

      2) Record the name of the manufacturer, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with record Product Data submittals and maintenance manuals.

      3) Note related record Product Data, where applicable. For each principal product specified, indicate whether record Product Data has been submitted in

maintenance manual instead of submitted as record Product Data.

b. Upon completion of mark-up, submit Record Specifications to Owner's Representative for Owner's records.

7. Record Product Data: During construction period, maintain one copy of each Product Data submittal for Project Record Document purposes.

   a. Mark Product Data to indicate actual product installation where installation varies substantially from that indicated in Product Data submitted. Include significant changes in product delivered to site, and changes in manufacturer's instructions and recommendations for installation.

   b. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

   c. Note related Change Orders and mark-up of record Drawings, where applicable.

   d. Upon completion of mark-up, submit complete set of record Product Data to Owner's Representative for Owner's records.

   e. Where record Product Data is required as part of maintenance manuals, submit marked up Product Data as an insert in the manual, instead of submittal as record Product Data.

8. Record Sample Submitted: Immediately prior to date of Substantial Completion, meet with Owner's Representative and Owner's personnel at site to determine which of the Samples maintained during construction period shall be transmitted to Owner for record purposes. Comply with Contractor instructions for packaging, identification marking, and delivery to Owner's Sample storage space. Dispose of other Samples in manner specified for disposing surplus and waste materials.

9. Post changes and modifications to the Documents as they occur. Do not wait until end of the SOW.

MM. EXTENSIONS OF CONTRACT TIMES DUE TO STRIKES, ACTS OF GOD, OR ACTS OF PUBLIC ENEMIES

Extension of Contract Time including Intermediate Contract Times due to strikes, acts of God, or acts of public enemies will be considered by the Owner's Representative based on written requests for extension of Contract Times submitted by the Contractor. Extension of Contract Time including Intermediate Contract Time due to strikes, acts of God, or acts of public enemies will be non-compensable. Such extensions of Contract Time will extend the allowed performance period(s) of the Contract and will relieve the Contractor from Liquidated Damages during the time extension period, but no monetary compensation will be granted to the Contractor as a result of extensions of Contract Time due to strikes, acts of God, or acts of public enemies.

NN. SECURITY GATES AND KEYS

Where ingress and egress through a security gate is authorized by the Authority's Security Systems Administrator, the Contractor is required to maintain the TSA approved Airport Security Program (ASP) at all times. Security gates must be operated by responsible, properly trained personnel appointed to control all ingress and egress from the construction site through the Contractor controlled gate. The gate must never be unattended while left open and must immediately be locked after completion of each ingress/egress operation.

A gate key can be requested by completing and submitting a "Key Request Form" along with a non-refundable fee per key requested.

In the event the Owner does not issue a security Key, the Contractor shall coordinate access to locked rooms through the Owner.

OO. ~~CONTRACTOR PERSONNEL IDENTIFICATION REQUIREMENTS~~ – NOT APPLICABLE

PP. CONTRACTOR VEHICLE IDENTIFICATION

1. All vehicles and equipment used within the project site shall display company identification in a manner acceptable to the Owner.

QQ. QUALITY CONTROL AND QUALITY ASSURANCE

1. This Section specifies administrative and procedural requirements for quality assurance and control services.

   Quality control services include inspections and tests and related actions including reports, performed by independent testing and inspection agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities which may be performed by the Owner's Representative.

   Owner quality assurance inspection and testing services may be used to verify compliance with requirements specified or indicated in the Construction Documents. These services do not relieve the Contractor of responsibility for complete compliance with Contract Document requirements.

2. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

   a. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.

b. Inspections, tests, and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

c. Requirements for the Contractor to provide quality control services required by Owner's Representative, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

3. Contractor Responsibilities:

a. The Contractor is required to perform all quality control testing for the project to ensure compliance with the requirements of the Construction Documents.

b. Retesting: Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction. When owner performed quality assurance testing results in unsatisfactory results, the Contractor shall bring unsatisfactory work into compliance and assume responsibility for all costs associated with retesting of the work.

c. Associated Services: Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

1) Provide access to the Work.

2) Furnish incidental labor and facilities necessary to facilitate inspections and tests.

3) Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.

4) Provide facilities for storage and curing of test samples.

5) Deliver samples to testing laboratories.

6) Provide the agency with a preliminary design mix proposed for use for material mixes that require control by the testing agency.

7) Provide security and protection of samples and test equipment at the Project Site.

d. Detailed requirements for the Contractor's Quality Control works are defined in the following Section titled "Contractor Quality Control Program".

4. Owner Responsibilities: The Owner will provide inspections, tests and similar quality assurance services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.

a. Owner will employ and pay for the services of an independent testing and inspection agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.

5. Coordination: Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

   a. Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

6. If Contractor is responsible for the service, the Contractor's Testing Agency is to submit a certified written report of each inspection, test, or similar service through the Contractor, in duplicate to the Architect.

   a. Submit additional copies of each written report directly to the governing authority, when the Owner so directs.

   b. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:

      1) Date of issue.
      2) Project title and number.
      3) Name, address, and telephone number of testing agency.
      4) Dates and locations of samples and tests or inspections.
      5) Names of individuals making the inspection or test.
      6) Designation of the Work and test method.
      7) Identification of product and Specification Section.
      8) Complete inspection or test data.
      9) Test results and interpretations of test results.
      10) Ambient conditions at the time of sample taking and testing.
      11) Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
      12) Name and signature of laboratory inspector.
      13) Recommendations on retesting.

7. Qualification for Testing Agencies: Contractor shall engage testing agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and

tests to be performed. Each independent testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

8. Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Documentation applicable to the repair. Protect construction exposed by or for quality control service activities and protect repaired construction. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

RR. CONTRACTOR QUALITY CONTROL PROGRAM

1. General

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 Contract Drawings, Technical Specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors and/or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose. There shall be no separate payment for this program. All costs associated with this program shall be incidental to items included in the work requiring Quality Control by the Contractor.

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 Architect that the specification requirements can be met.

c. Allow the Owner's Representative 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 pre-construction conference, his 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 and approved by the Architect.** 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 technical specifications are in addition to and separate from the acceptance testing

requirements. Acceptance testing requirements are the responsibility of the Owner's Representative.

2. Description of Program

   a. Comply with the Quality Control provisions as specified herein. Perform quality control tests and inspection required by this contract unless specifically designated to be performed by the Owner or Owner's representative.

   b. Contractor Quality Control (QC) shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, software, and operations that comply with the requirements of the Contract Documents. Contractor QC shall cover construction. Installation and implementation operations, including both on-site and off-site work, and shall be keyed to the SOW schedule.

   c. The Owner will utilize assigned Owner, Owner's Representative, and Architect staff and selected Independent Consultants to perform inspections and participate in system tests. The Contractor shall provide notice of inspections and testing to the Contractor prior to execution of tests.

   d. Coordination Meeting: As part of the early coordination meetings the Contractor shall meet with the Owner's Representative to discuss the Contractor's Quality Control System. Items for discussion shall include, but may not be limited to:

      1) Identification of the Contractor's QC Representative (CQCR) and Configuration Management Representative. These tasks can be done by the same person.
      2) Persons responsible for shop drawing and document review
      3) Forms of recording the Contractor's QC program
      4) Testing administration
      5) Interrelationship of the Contractor and Owner's Representative.

3. Contractor Quality Control Requirements

   a. Quality Control Administration: Identify a Contractor QC Representative, who shall work on-site at times during progress of the Work to track and administer the Quality Control processes. This person shall have complete authority to take action necessary to ensure compliance with the Contract Documents. Staff the Contractor's QC organization at a level sufficient to perform the activities outlined in this section for a project of the scope and size indicated in the Contract Documents.

   b. Qualifications of Contractor QC Representative (CQCR): The CQCR must have prior experience as a Construction Foreman, Lead System Installation Technician, Project Contractor, Systems Contractor, on site quality representative or inspector on a project of comparable complexity to this SOW. The CQCR must be approved by the Owner before work on this Contract can begin. The CQCR's performance will be judged principally on the timelines, accuracy, and completeness of the CQCR's assessment of

the condition of the elements of the work. The Owner's Representative will monitor the performance of the CQCR and if the CQCR fails to perform in accordance with the requirements of this specification, the CQCR will be replaced. If the CQCR fails to perform to the satisfaction of the Architect or Owner, he / she will be removed or replaced.

c. Submittals: Identify persons responsible for review and approval of shop drawings, samples, certificates, and other submittals. Approval action will not relieve the Contractor of his responsibility for compliance with the contract but will indicate only that the general method of construction and detailing is satisfactory. See Section, Submittals, Product Data, and Samples.

d. Quality Control Reports: CQCR shall maintain a log related to Quality Control (QC) and provide reports when requested by the Owner's Representative. QC Reports shall be factual records containing numerical data of the Work and quality control activities. Submit requested QC Reports on approved forms by the next workday following the day of the request.

e. The CQCR shall verify and sign all reports. Verification shall contain the statement that all supplies and materials incorporated in the work are in compliance with the terms of the contract except as noted.

f. Control of On-Site and Off-Site Implementation: Contractor's Quality Control system shall include the following phases of control and management for definable features of work:

1) Pre-installation Meeting and Inspection Phase: A Preinstallation Meeting will be held prior to beginning work on each definable feature of work in Divisions 2 through 17.

2) Process Inspection Phase: The follow-up phase shall be performed continuously to verify that quality standards are maintained throughout the project. Adjustment to control procedures may be required based upon the results of this phase and control testing. Report the results of the inspection in the Contractor QC log for tracking and reporting.

3) Final Inspections: Final Inspections will be scheduled by the Owner's Representative after the CQCR notifies the Owner's Representative that the facility and its systems are complete and satisfactory.

4. Quality Control Plan

Submit a job specific quality control plan subject to approval of the Owner's Representative 14 calendar days prior to the start of work on the job site. This plan shall include, as a minimum:

a. Statement of company QC philosophy and policy.

b. Company organization and designation of responsibility of QC activity at both

corporate and job site level.

c. Qualifications of QC personnel.

d. Employee QC awareness.

e. Procedure for incorporating subcontractors' QC plans into Contractor QC plan.

f. Description of routine daily and periodic QC activities.

g. Description of examination, testing or inspection activities, including certifications and reports.

h. Procedure to control design changes and revisions.

i. Submittal and shop drawing control procedures.

j. Procedure for nonconformance reporting and disposition.

k. Procedure for control at off-site fabrication or production shops.

l. List of publications or references governing work on this job site.

m. Exhibits of any QC forms or checklists routinely used.

5. Preparation Meetings

a. The Contractor will conduct a meeting with subcontractors, Owner's Representative, Architect, and Owner assigned team, Contractor quality control and safety personnel, and any appropriate material suppliers at the beginning of each phase of the work. Preparation meetings will be required for every specification section and as required by the Owner's Representative. The intent of this meeting is to review submitted and approved materials, sequence of field activities, contract details, and potential safety hazards before any problems occur in the field. Field work shall not commence prior to this meeting.

b. The Contractor should submit a list of preparation meetings which will be held during the project and an anticipated schedule for these meetings. This list shall be submitted for approval by the Owner's Representative no later than 20 calendar days after Notice To Proceed. Preparation meeting agenda should cover:

1) Introduction of responsible parties.

2) Discussion of submitted and approved materials.

3) Status of material and equipment delivery.

4) Preview of areas where work will begin.

5) Brief outline of the construction procedures and interface with existing work.

6) Quality control tests scheduled for this phase.

7) Job hazard analysis.

8) Checklist for quality control activities during the phase.

SS. PROCESSING OF REQUESTS FOR INFORMATION (RFIs)

1. Where clarification is necessary on the Contract Documents the Contractor shall submit a Request for Information (RFI) to the Owner's Representative and Architect/Engineer. Each RFI shall be limited to a single subject. Where possible, only one question shall be submitted with each RFI.

2. Contractor will use the Owner's web-based software system for the processing of RFI's, when applicable. The Owner's Representative will provide Contractor instruction on the use of this system.

3. Contractor shall allow a minimum of five (5) business days to receive a response on each RFI. However, allowance must be given for extended time to formulate a response for RFIs that are complex and require additional research by the Owner's Representative. Any RFI submitted to the Owner's Representative after 4:00pm will be considered as received the next business day whereupon the time for processing will commence.

TT. USE OF FACILITIES

Use of the operating public parking lots and any other terminal area facilities and/or buildings by employees of the Contractor and its subcontractors and material and equipment suppliers shall be prohibited unless approved in advance by the Owner.

UU. COMPENSATION FOR SPECIAL CONDITIONS

Costs for all work to be completed, as well as other obligations required to be undertaken by the Contractor pursuant to these Special Conditions, shall be included in the Contractor's bid.

VV. MAINTENANCE OF EXISTING FACILITIES AND PROTECTION OF WORK BY OTHERS

1. Locations of existing underground utilities and drainage structures shown on the drawings have been taken from public records and field investigations. The Architect does not guarantee that all existing facilities such as pipelines, electrical lines, conduit, telephone cable, service connections, or other facilities are shown on the Drawings. It shall be the Contractor's responsibility to have all utilities located by their respective owners, field mark the utility locations, and protect all such existing facilities prior to beginning construction. The Contractor is fully responsible for notifying all utility owners in accordance with NC General Statute – Chapter 87, Article 8A, **The Underground Utility Safety and Damage Prevention Act**.

2. Extreme care shall be exercised when working with equipment near existing underground utility lines, drainage structures, and streets. Neither the Architect nor the Owner will assume or accept any responsibility for charges assessed by private or public utility companies. All such costs are to be included by the Contractor within the Agreement.

3. In executing the work, the Contractor shall make every effort not to interrupt or damage existing facilities. Any damage that is done thereto shall be promptly repaired by the Contractor at its own expense, to a condition equal to that existing at the time of the award of the execution of this Special Conditions Amendment.

4. Contractor is responsible to protect pavements from damage at all times. Any damage caused by Contractor activities shall be restored by Contractor, at its own expense, to a condition equal to that existing at the time of the execution of this Special Conditions Amendment.

WW.~~NIGHT WORK AND LIGHTING REQUIREMENTS~~ – NOT APPLICABLE

XX. DELIVERY ACCESS

The Contractor will contact the Owner's designated representative a minimum of twenty-four (24) hours in advance to coordinate all deliveries requiring special consideration, such as permitted loads. Otherwise, access to the site(s) is as shown on the drawings.

YY. SALES TAX REPORTING

The Contractor and all subcontractors are required to report sales and use taxes paid and shall include the RDUAA Sales and Use Tax Reporting Form with each pay application where applicable taxes were paid and are billed.

ZZ. CRANE USE

The Contractor must follow the Authority's and FAA guidelines for use of a crane on airport property. Use of a crane requires prior approval.

End Special Conditions

Raleigh-Durham International Airport
Park Economy 3 Expansion – EV Charging Lot
RDU Project No. 080799

DRAWING LOG

"BID SET"

Dwg No.	Title	Date	Rev No.
	Coversheet	8/14/2026	0
EV.G01	GENERAL PROJECT INFORMATION	8/14/2026	0
EV.C01	GEOMETRY PLAN	8/14/2026	0
EV.C02	ENLARGED GEOMETRY PLAN	8/14/2026	0
EV.C03	GRADE MODIFICATIONS PLAN	8/14/2026	0
EV.C10	GRADING AND DRAINAGE PLAN	8/14/2026	0
EV.C11	MARKING PLAN	8/14/2026	0
EV.C12	LANDSCAPING PLAN	8/14/2026	0
EV.C20	EV LOT DETAILS	8/14/2026	0
EV.C21	EV LOT DETAILS	8/14/2026	0
EV.C22	EV LOT DETAILS	8/14/2026	0
EV.C23	EV LOT DETAILS	8/14/2026	0
EV.C24	EV LOT DETAILS	8/14/2026	0
EV.C25	EV LOT DETAILS	8/14/2026	0
EV.C26	EV LOT DETAILS	8/14/2026	0
EV.C27	EV LOT DETAILS	8/14/2026	0
EV.E01	ELECTRICAL LEGEND AND GENERAL NOTES	8/14/2026	0
EV.E02	ELECTRICAL LAYOUT PLAN	8/14/2026	0
EV.E03	ELECTRICAL LAYOUT PLAN	8/14/2026	0
EV.E04	ELECTRICAL LAYOUT PLAN	8/14/2026	0
EV.E05	ELECTRICAL DETAILS	8/14/2026	0
EV.E06	ELECTRICAL DETAILS	8/14/2026	0
EV.E07	ELECTRICAL DETAILS	8/14/2026	0
EV.E08	ELECTRICAL DETAILS	8/14/2026	0
EV.E09	ELECTRICAL DETAILS	8/14/2026	0
EV.ES01	SOLAR WALKWAY CANOPY LAYOUT: NOTES	8/14/2026	0
END DRAWING LOG			

Raleigh-Durham International Airport
Park Economy 3 Expansion – EV Charging Lot
RDU Project No. 080799

TECHNICAL SPECIFICATIONS LOG
August 2026

Division	Title	Pages
	GENERAL	
	Coverpages	4
TOC-1	Table of Contents	1
SS-1	Sign and Seal Page	1
	Blank	1
	TECHNICAL SPECIFICATIONS	
	Standard Special Provisions	2
26 01 20	Low Voltage Wiring and Cables	4
26 04 50	Grounding and Bonding for Electrical Systems	5
26 05 00	Common Results for Electrical Work	7
26 05 43	Underground Ducts and Raceways for Electrical Systems	7
26 05 53	Identification for Electrical Systems	7
26 05 63	Acceptance Testing for Electrical Systems	9
26 24 14	Service and Power Distribution System	3
26 24 16	Panelboards	4
26 56 01	EV Charging Outlet	7
	Total Pages	**62**
END SPECIFICATIONS		