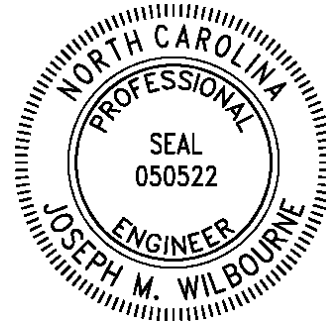


**STATESVILLE REGIONAL AIRPORT**  
**Statesville, North Carolina**  
**East Corporate Area – Phase II**  
**BID PHASE**  
**ADDENDUM 02**

**Date:** June 15<sup>th</sup>, 2026

**To:** All Prospective Bidders  
 All Holders of Bid Documents

**From:** Parrish and Partners of North Carolina, PLLC  
 1801 Stanley Road, Suite 315  
 Greensboro, North Carolina 27407



This addendum, information contained herein, and attachments constitute an official change and modification to the contract and bid documents dated **April 2026**. Bidders are required to acknowledge this addendum in the space provided in the bid form. *FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN BIDDER DISQUALIFICATION.*

Attachment	Description	Size
<b>1</b>	Sheet A2.1 – Exterior Elevations	1 Pages (36" x 24")
<b>2</b>	Sheet A3.1 – Building Sections	1 Page (36" x 24")
<b>3</b>	Spec. Section 084313 – Aluminum Framed Storefronts	8 Pages (8.5" x 11")
<b>4</b>	Spec. section GP-100 – Additional Contract Provisions	18 Pages (8.5" x 11")

**CHANGES TO PLANS**

1. Sheet A2.1 (R1) - Revision showing hangar door opening directions.
2. Sheet A3.1 (R1) – Revision showing hangar door opening directions.

**CHANGES TO PROJECT MANUAL**

1. Specification Section 084313 – Aluminum Framed Storefronts.
2. Specification Section GP-100 – Additional Contract Provisions

**Description of Change:**

- Removed Section 100-2, formerly "Notice Requirement for Affirmative Action to Ensure Equal Employment Opportunity".
- Removed Section 100-4, formerly "Buy American Preference".
- Removed Section 100-10, formerly "Davis-Bacon Requirements".

## BIDDER QUESTIONS

1. We've downloaded the bid docs, and we're curious about the NCDOT POC prequalification. Is this relevant for all phases or specific phases? This isn't something we normally see. We recently bid a similar project at GSO but it didn't include this provision. Similarly, is the 25% self-perform relevant for all phases?
  - a. See response on Addendum 1 regarding prequalification. The requirement to self-perform 25% of the work remains in effect for the entire contract.
2. Can the area for the hangar be fenced off for access without having to post a guard at the designated haul entrance.
  - a. The Hangar area can be fenced off for access without posting a guard at the haul entrance. However, any gates must be closed when not in use and airport security maintained throughout the entire project.
3. It is noted several places there are no MBE or WBE requirements. Page GP-100-1 indicates a goal for minority participation is 15.7% and for female participation is 6.9% for each trade.
  - a. There is no DBE goal for this project. That General Provision has been amended and is included in this addendum. The removal of this contract provisions, as well as the others modified in the attached addendum, do not relieve contractors of their responsibility to comply with all applicable federal, state, and local laws and regulations.
4. Is the listing of MBE/WBE subcontractors required per page B-3 if there is no goal?
  - a. The listing is still required to be included with the bid package. As there is no goal, the form may be blank if none are to be utilized.
5. Are traffic signals on GC, and how many intersections are needed.
  - a. No traffic signals are required for this work.
6. Is asphalt and curb gutter truly not needed in this project.
  - a. All asphalt work on this project is included with the apron adjustments shown on the civil plan sheets. There is no curb and gutter.
7. Under SP9-7 Temporary Support Facilities
  - a. D. Testing Laboratory requires a building or trailer at the asphalt and concrete plants for quality assurance testing. Is this required and if so, will it be required for the entire project?
    - i. No trailer is required at the asphalt and concrete plants for QA testing.
  - b. F. Engineer's Field Office: Is this required for the full construction period?
    - i. A Field Office is required for the full construction period.

8. With a due date of June 10<sup>th</sup>, should we expect a massive addendum to come out on the 11<sup>th</sup> or can we please receive phased addendums (Add. 1, 2, etc...) til due date of June 18<sup>th</sup>.
  - a. [The Bid Opening date was adjusted to July 9<sup>th</sup> on Addendum 1.](#)
9. Please clarify whether subcontractors for the hangar (vertical construction scope), which is included as a lump sum item, are required to be prequalified prior to performing work on this project?
  - a. [See response on Addendum 1 regarding prequalification.](#)
10. What level of polish is required for the concrete in the hangar?
  - a. [PEMB standard liner panels are acceptable.](#)
11. Building permits and fees are by GC?
  - a. [Yes, by GC.](#)
12. No foam requirement anymore due to NFPA-13 stated during pre-bid meeting.
  - a. [Correct.](#)
13. Overhead View shows a Bi-parting Floating Configuration. Panels split in the middle and go in both directions. This configuration is rather expensive since floating group doors are designed for hangars with no pocket space and take a less of clear opening with the door is open. The expense would be for the additional rail going into the pocket space and additional operators (See E-Mail dated 6/3 from Matt Wilson for drawings that were attached.) **Recommendation:** Our recommendation would be to go with a standard Bi-parting door system. Only 4 travels to the right and 4 travel to the left. They cannot travel to both sides. This would be least expensive option compared to the floating group configurations.
  - a. [See revised sheets A2-1r1 and A3-1r1.](#)
14. Specs call for glazing pane – front.” Is this correct? 084313-4 2.3
  - a. [See revised Specification.](#)
15. Dark Bronze finish using AAMA2603. So not 2604 or 2605? 084313-5,6 2.8
  - a. [See revised specification.](#)
16. Glass calls for 1” insulated LowE. There are different types, so is there a more specific type? Price can vary quite a bit. Tempered or just Heat Strengthened?
  - a. [As specified in Specification Section 088000.](#)
17. The drawings state a building insulation with R19 in the roof and walls, the specification request in the R30 in the roof. Which is correct? R30 would require a liner system, and this in turn would lead to R38 roof insulation.
  - a. [Roof insulation shall be R-19.](#)

18. The specification calls for a 20-year building warranty. Our building warranty is only two years, but we can offer an optional weather-tightness warranty that is 20-years on the roof. Do we need to provide a weather-tightness warranty.
  - a. [The 20-year warranty is required.](#)
  
19. What is the “crimped profile” for the wall liner panels? Not sure what crimped profile means?
  - a. [See question no. 12 above.](#)
  
20. The building does not have roof extensions. Are the soffit panels in the specifications an error?
  - a. [Soffit panels will only be needed at Hangar door opening.](#)
  
21. The specifications call for interior exposed panel faces to be in kynar finish. This would require double-sided draft curtains. Could we default to 28 gauge panels in a white silicone polyester finish for the draft curtain?
  - a. [This is acceptable for the draft curtains.](#)
  
22. The north building elevations calls for eight 23’9” translucent panels. Is this an error with regards to the width of each bi-parting door panel/leaf? Or do we need translucent panels for the doors? Typical translucent panels are only 5’ or 10’ tall.
  - a. [This is an incorrect note. The hangar doors shall have the same exterior metal panels as the building with liner panels on the interior.](#)
  
23. The inside corner detail at gridline K/2 would require very unusual framing. Can the dimensions of the Storage building be adjusted for more typical framing.
  - a. [Without more information as to what this question is asking, we cannot provide a response.](#)
  
24. There are no architectural drawings for the fire pump house, but there are several notes throughout the drawing that State something like “pre-fabricated pump house”. Is the intent to have some sort of all inclusive pre-fabricated pump and pump house enclosure that is dropped on the concrete pad as a single unit or is the pump house structure being built by another party and the fire sprinkler contractor is to provide the required equipment inside of the structure.
  - a. [The pump house is to be an all-inclusive pre-fabricated enclosure that is installed on the concrete pad. This will need to have heat/lighting.](#)
  
25. The plan view shows the hangar door splitting in the middle of the (4 left and 4 right), but the elevations show (by way of arrows) the door opening in one direction. Please clarify.
  - a. [See response to question No. 13 above.](#)
  
26. On sheet A1.2 in the finish schedule note 1, states for the exposed structure and ceiling to be “painted”. Since this is a pre-engineered building with white vinyl backed insulation and with the structural/secondary framing either red primed steel or gray (depends on manufacturer) is this note applicable? Please clarify.
  - a. [Painting PEMB Framing is not required.](#)

27. Spec section 1312102.3B states R-Value of 30 for the roof system but the drawing details (i.e. A4.3) state R-value of 19 white vinyl faced batt insulation for the roof and wall system? Please clarify.

a. [See response to question no. 17 above.](#)

28. We received these questions from a sub:

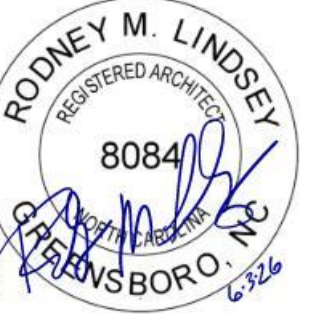
a. I'm not sure if we can lower the 22ga roof to 24ga but that would go a long way for pricing.

i. [Recommendation is to leave as specified.](#)

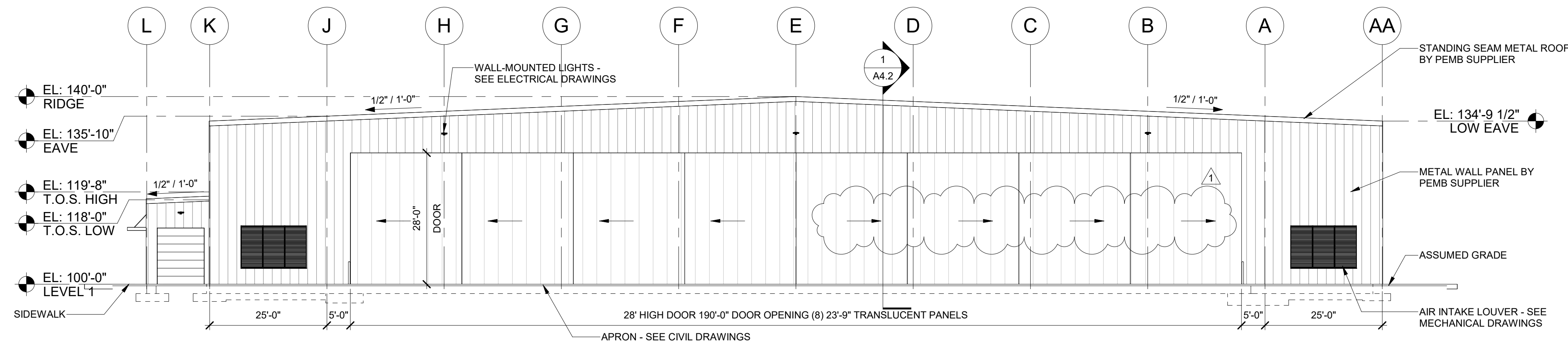
b. Are they planning on painting the hangar?

i. [Painting on PEMB Framing is not required.](#)

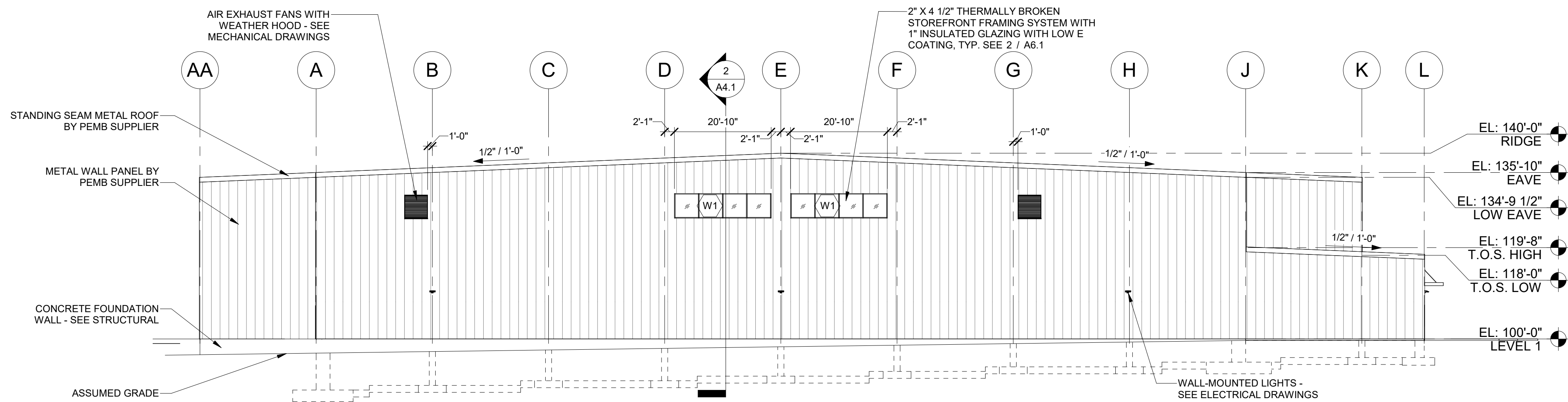
**END OF ADDENDUM 02**



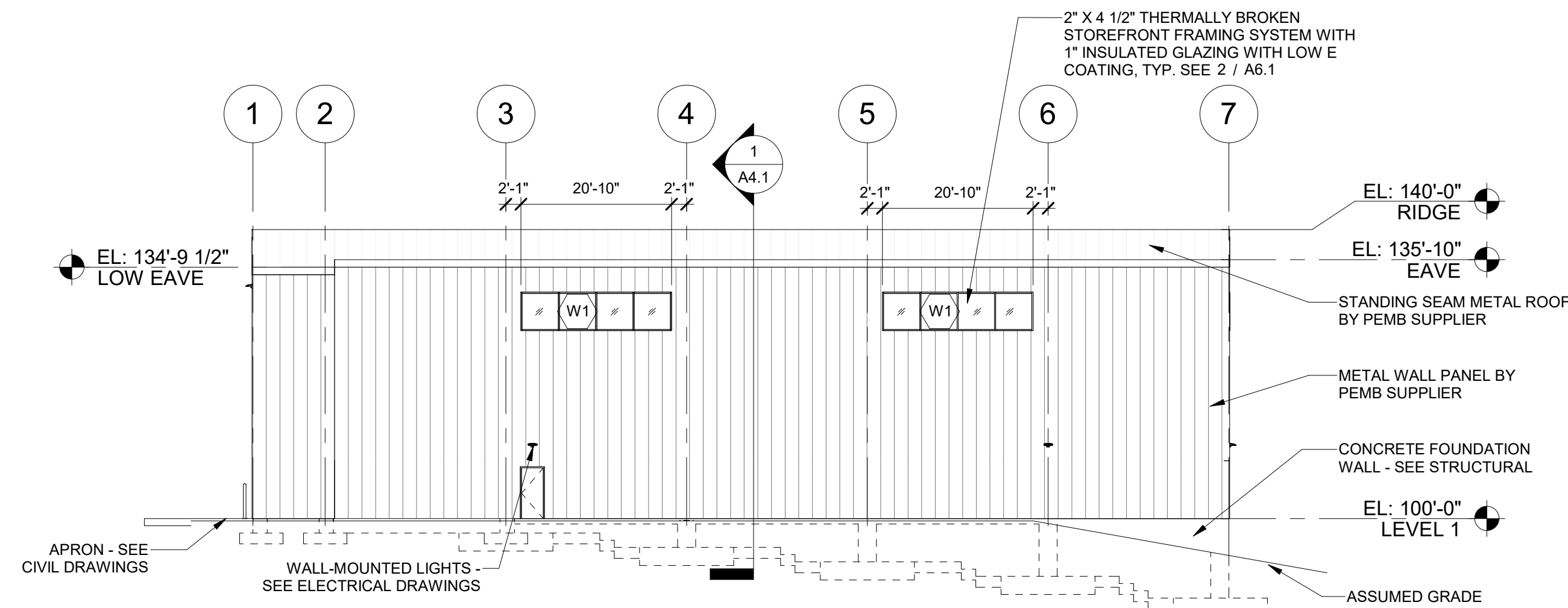
**Victory Air Maintenance Facility**  
 Statesville Regional Airport  
 Statesville, NC 28677



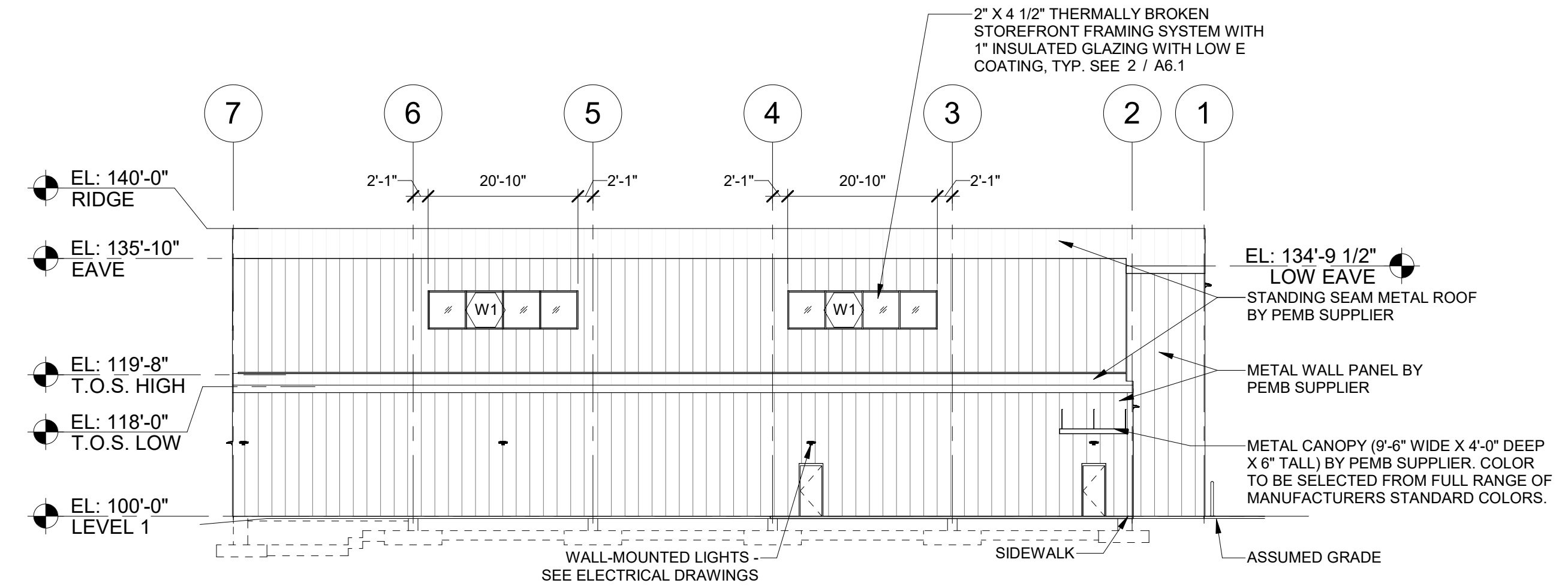
**1 NORTH ELEVATION**  
 A2.1 SCALE: 1/16" = 1'-0"



**2 SOUTH ELEVATION**  
 A2.1 SCALE: 1/16" = 1'-0"



**3 WEST ELEVATION**  
 A2.1 SCALE: 1/16" = 1'-0"

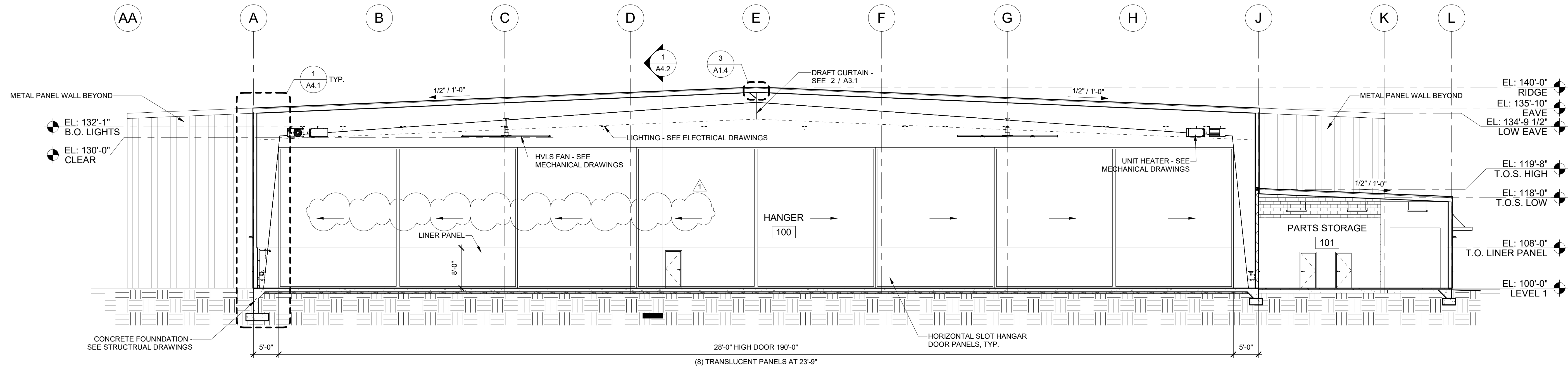


**4 EAST ELEVATION**  
 A2.1 SCALE: 1/16" = 1'-0"

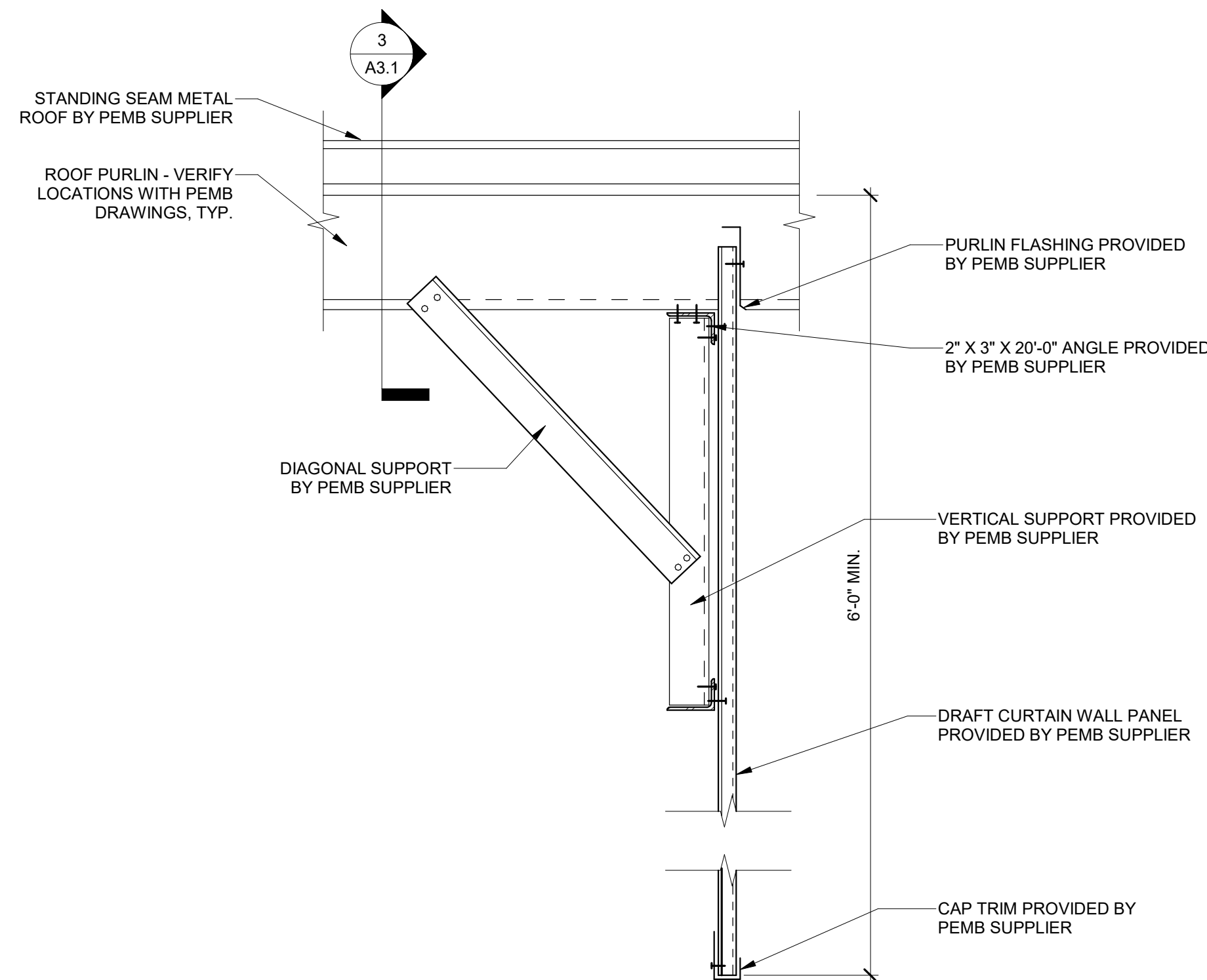
MK	DATE	DESCRIPTION
1	06/03/26	Hangar Door Rev
		REVISIONS

**EXTERIOR ELEVATIONS**

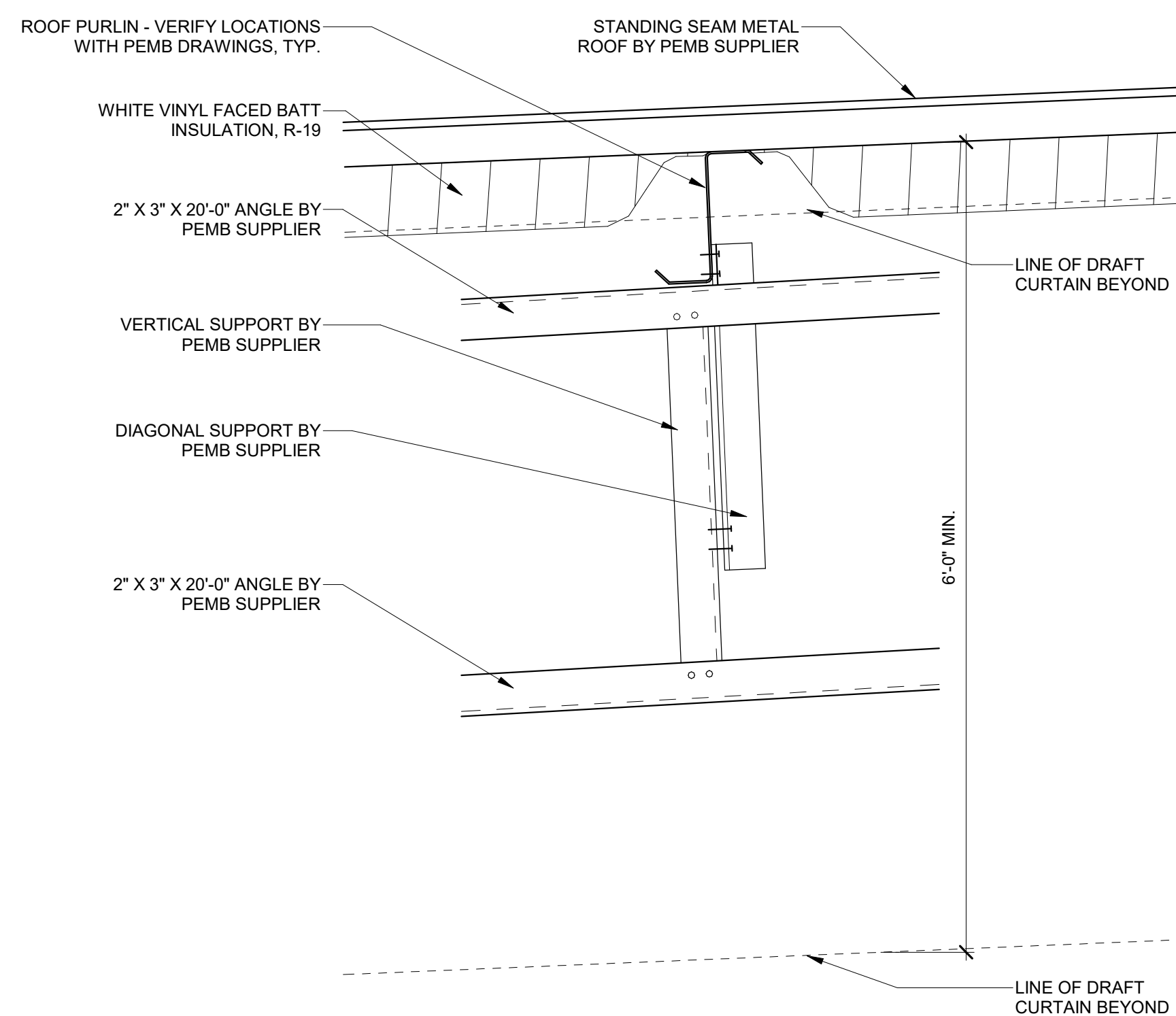
DATE 06/03/26  
 DRAWN BY EAG  
 CHECK BY RML  
 JOB NO. 25-028  
 SHEET



**1 BUILDING SECTION**  
 A3.1 SCALE: 3/32" = 1'-0"



**2 DRAFT CURTAIN DETAIL**  
 A3.1 SCALE: 1 1/2" = 1'-0"



**3 DRAFT CURTAIN DETAIL**  
 A3.1 SCALE: 1 1/2" = 1'-0"

MK	DATE	DESCRIPTION
1	06/03/26	Hangar Door Rev
		REVISIONS

**BUILDING SECTIONS**

DATE 06/03/26  
 DRAWN BY EAG  
 CHECK BY RML  
 JOB NO. 25-028  
 SHEET

**A3.1 R1**

## SECTION 084313 - ALUMINUM-FRAMED STOREFRONTS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Aluminum-framed storefront systems.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For aluminum-framed storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
  - 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
  - 2. Include full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed storefronts, showing the following:
    - a. Joinery, including concealed welds.
    - b. Anchorage.
    - c. Expansion provisions.
    - d. Glazing.
    - e. Flashing and drainage.
  - 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- C. Samples for Initial Selection: For units with factory-applied color finishes.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data:
  - 1. For Installer and laboratory mockup testing agency.
  - 2. For professional engineer's experience with providing delegated-design engineering services of the type indicated, including documentation that engineer is licensed in the state in which Project is located.
- B. Product Test Reports: For aluminum-framed storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Quality-Control Program: Developed specifically for Project, including fabrication and installation, in accordance with recommendations in ASTM C1401. Include periodic quality-control reports.
- D. Sample Warranties: For special warranties.

## 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed storefronts to include in maintenance manuals.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer and that employs a qualified glazing contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AGM) contractors and that employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.
- B. Laboratory Mockup Testing Agency Qualifications: Qualified in accordance with ASTM E699 for testing indicated and accredited by the International Accreditation Service or the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement as complying with ISO/IEC 17025.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

## 1.6 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of aluminum-framed storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures, including, but not limited to, excessive deflection.
    - b. Noise or vibration created by wind and thermal and structural movements.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - d. Water penetration through fixed glazing and framing areas.
    - e. Failure of operating components.
  - 2. Warranty Period: Five years from date of Substantial Completion.
- B. Special Finish Warranty, Factory-Applied Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Warranty Period: 10 years from date of Substantial Completion.

- C. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
1. Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D 4214.
    - c. Cracking, peeling, or chipping.
  2. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain all components of aluminum-framed storefront system, including framing spandrel panels and accessories, from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
1. Aluminum-framed storefronts shall withstand movements of supporting structure, including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.
    - c. Noise or vibration created by wind and thermal and structural movements.
    - d. Loosening or weakening of fasteners, attachments, and other components.
    - e. Failure of operating units.
- B. Structural Loads:
1. Wind Loads: As required by North Carolina Building Code.
  2. Other Design Loads: As required by North Carolina Building Code.
- C. Deflection of Framing Members Supporting Glass: At design wind load, as follows:
1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans of up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches.
  2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch.
    - a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.
  3. Cantilever Deflection: Limited to 2l/175 at unsupported cantilevers.
- D. Structural: Test in accordance with ASTM E330/E330M as follows:

1. When tested at positive and negative wind-load design pressures, storefront assemblies do not evidence deflection exceeding specified limits.
2. When tested at 150 percent of positive and negative wind-load design pressures, storefront assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

### 2.3 ALUMINUM-FRAMED STOREFRONT SYSTEMS

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  1. Exterior Framing Construction: Thermally broken .
  2. Glazing System: Retained mechanically with gaskets on four sides .
  3. Glazing Plane: [As Detailed on drawings.](#)
  4. Finish: Color anodic finish Baked-enamel or powder-coat finish .
  5. Fabrication Method: Field-fabricated stick system.
  6. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  7. Steel Reinforcement: As required by manufacturer.
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

### 2.4 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."

### 2.5 MATERIALS

- A. Sheet and Plate: ASTM B209.
- B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221.
- C. Structural Profiles: ASTM B308/B308M.
- D. Steel Reinforcement:
  1. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
  2. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
  3. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.
- E. Steel Reinforcement Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods in accordance with recommendations in SSPC-SP COM, and prepare surfaces in accordance with applicable SSPC standard.

## 2.6 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
  - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  - 2. Reinforce members as required to receive fastener threads.
  - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.

## 2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Provisions for field replacement of glazing from exterior.
  - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Structural-Sealant-Glazed Framing Members: Include accommodations for using temporary support device to retain glazing in place while structural sealant cures.
- F. Storefront Framing: Fabricate components for assembly using head-and-sill-receptor system with shear blocks at intermediate horizontal members.
- G. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

## 2.8 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
  - 1. Color: Dark bronze.

- B. Baked-Enamel or Powder-Coat Finish: [AAMA 2604](#) except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  - 1. Color and Gloss: As selected by Architect from manufacturer's full range.

## 2.9 SOURCE QUALITY CONTROL

- A. Structural Sealant: Perform quality-control procedures complying with ASTM C1401 recommendations, including, but not limited to, assembly material qualification procedures, sealant testing, and assembly fabrication reviews and checks.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.
- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.
- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- F. Seal perimeter and other joints watertight unless otherwise indicated.
- G. Metal Protection:
  - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
  - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- H. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- I. Install joint filler behind sealant as recommended by sealant manufacturer.
- J. Install components plumb and true in alignment with established lines and grades.

### 3.3 INSTALLATION OF GLAZING

- A. Install glazing as specified in Section 088000 "Glazing."

### 3.4 INSTALLATION OF STRUCTURAL GLAZING

- A. Prepare surfaces that will contact structural sealant in accordance with sealant manufacturer's written instructions, to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
- B. Set glazing into framing in accordance with sealant manufacturer and framing manufacturer's written instructions and standard practice. Use a spacer or backer as recommended by manufacturer.
- C. Set glazing with proper orientation, so that coatings face exterior or interior as specified.
- D. Hold glazing in place using temporary retainers of type and spacing recommended by manufacturer, until structural sealant joint has cured.
- E. Apply structural sealant to completely fill cavity, in accordance with sealant manufacturer and framing manufacturers written instructions and in compliance with local codes.
- F. Apply structural sealant at temperatures indicated by sealant manufacturer for type of sealant.
- G. Allow structural sealant to cure in accordance with manufacturer's recommendations.
- H. Clean and protect glass as indicated in Section 088000 "Glazing."

### 3.5 INSTALLATION OF WEATHERSEAL SEALANT

- A. After structural sealant has completely cured, remove temporary retainers and insert backer rod between lites of glass as recommended by sealant manufacturer.
- B. Install weatherseal sealant to completely fill cavity, according to sealant manufacturer's written instructions, to produce weatherproof joints.

### 3.6 ERECTION TOLERANCES

- A. Install aluminum-framed storefronts to comply with the following maximum tolerances:
  - 1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
  - 2. Level: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
  - 3. Alignment:
    - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch wide, limit offset from true alignment to 1/16 inch.
    - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch wide, limit offset from true alignment to 1/8 inch.
    - c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4 inch.
  - 4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.

END OF SECTION 084313

## Section 100 Additional Contract Provisions

**100-1 Owner's Access to Contractor Records and Reports.** The Contactor shall maintain all books, records and reports relating to the performance of the Work under this Contract, including any Change Orders, for a period of at least three years after final payment is made and all pending matters are closed; and the Contractor shall provide the Owner with reasonable access to such books, records and reports for the purpose of making audit, examination, excerpts and transcripts.

~~**100-2 Not Used. Notice Requirement for Affirmative Action to Ensure Equal Employment Opportunity.**~~

~~The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:~~

~~—— Timetables~~

~~Goals for minority participation for each trade —— 15.7%~~

~~Goals for female participation in each trade —— 6.9%~~

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

~~The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the Contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.~~

~~As used in herein, the "covered area" is Iredell County, North Carolina.~~

**100-3 Breach of Contract.** Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the

parties of this agreement.

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

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

**100-4 Not Used. Buy American Preference.** ~~The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.~~

~~The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.~~

~~The bidder or offeror certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non ferrous metals; plastic and polymer based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.~~

~~By submitting their Bid the Contractor agrees that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:~~

- ~~a) Only installing iron, steel and manufactured products produced in the United States;~~
- ~~b) Only installing construction materials defined as: an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non ferrous metals; plastic and polymer based products~~

~~(including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.~~

- ~~c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or~~
- ~~d) Installing products listed as an Excepted Article, Material, or Supply in Federal Acquisition Regulation Subpart 25.108.~~

~~If the Bidder cannot comply with the above U.S. statutes, guidance, and policies, they shall submit a Type 2, Type 3, or Type 4 Waiver with their bid.~~

**100-5 General Civil Rights Provisions.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

**100-6 Title VI Clauses for Compliance with Non-Discrimination 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:

- A. 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.
- B. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the 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.
- C. 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.

**D. 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.

**E. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**F. 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

**100-7 Title VI List of Pertinent Non-Discrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

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);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**100-8 Clean Air and Water Pollution Control.** The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

**100-9 Contract Workhours and Safety Standards Act Requirements.**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any

such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

**100-10 Not Used. ~~Davis-Bacon Requirements.~~**

~~1. Minimum Wages.~~

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

~~Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.~~

~~Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.~~

~~(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:~~

- ~~(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;~~
- ~~(2) The classification is utilized in the area by the construction industry; and~~
- ~~(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.~~

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

~~(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe~~

~~benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.~~

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

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

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

~~2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.~~

### ~~3. Payrolls and Basic Records.~~

~~(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours~~

~~worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.~~

~~(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).~~

~~(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:~~

~~(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;~~

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

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

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

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

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

#### ~~4. Apprentices and Trainees.~~

~~(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing~~

~~construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~

~~(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~

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

#### ~~5. Compliance with Copeland Act Requirements.~~

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

~~6. Subcontracts.~~

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

~~7. Contract Termination: Debarment.~~

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

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

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

~~9. Disputes Concerning Labor Standards.~~

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

~~10. Certification of Eligibility.~~

~~(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).~~

~~(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).~~

~~(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.~~

~~**100-11 MBE and WBE Participation.** Contractor shall comply in full with all of the obligations to be performed by the Contractor under Form SP1 G68 of the North Carolina Department of Transportation entitled "MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MUNICIPALITIES)," which is set forth in full in the Project Manual and incorporated herein by reference, including, without limitation, the provisions thereof for counting MBE/WBE participation in the contract, for the~~

~~performance by MBE and WBE firms of a commercially useful function, and all of the Contractor's obligations under the headings "MBE/WBE Replacement," "Changes in the Work," and "Reports and Documentation."~~

**100-12 Texting When Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**100-13 Certification Regarding Domestic Preferences for Procurements.** The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**100-14 Equal Employment Opportunity (EEO).** During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**100-15 Federal Fair Labor Standards Act (Federal Minimum Wage).** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with

the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**100-16 Certification Regarding Lobbying.** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

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

**100-17 Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**100-18 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.** The contractor and Subcontractor agree to comply with mandatory standards and policies relating to the use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**100-19 Prohibition of Segregated Facilities.**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**100-20 Procurement of Recovered Materials.** The Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

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

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

**100-21 Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions.** By submitting a bid, the Contractor confirms that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The Contractor also confirms that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If the Contractor is either a corporation that has unpaid federal tax or has been convicted of a criminal violation, documentation must be provided to the Owner so the FAA SDO can facilitate completion of the required considerations before an award is made.

**100-22 Termination of Contract.** The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of the Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

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

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

**100-23 Veteran's Preference.** In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**100-24 E-Verify Requirement.** Pursuant to N.C.G.S. 143-133.3, the Owner may not enter into this Contract unless the Contractor and the Contractor's subcontractors comply with Article 2 of Chapter 64 of the General Statutes, which requires employers and their subcontractors with 25 or more employees, as defined in Article 2 of Chapter 64 of the N.C. General Statutes, to comply with E-Verify requirements set out therein. E-Verify is a program operated by the United States Department of Homeland Security and other federal agencies to verify the work authorization of newly hired employees. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes; and, by entering into this Contract, the Contractor certifies that it is presently in compliance with said requirements. The Contractor further agrees that it shall require any and all subcontractors employed to perform any part of the Contract to comply with Article 2 of Chapter 64 of the General Statutes. The Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the Owner.

**100-25 Seismic Safety.** The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

**END OF SECTION 100**