



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, March 11, 2016, 8:30 a.m.
Conference Room at Administrative Offices

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. If you wish to comment on an agenda item, please deliver a request card (available in the meeting room) to the Clerk to the Board prior to the agenda item being called by the Chair.

- I. CALL TO ORDER
- II. SERVICE AWARD PRESENTATION:
 - A. Mike Foster – 35 Years
- III. PRESENTATIONS:
 - A. Perception Study ([document](#))
- IV. FINANCIAL REPORT ([document](#))
- V. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority February 12, 2016 Regular Meeting Minutes ([document](#))
 - B. Approval of the Greater Asheville Regional Airport Authority February 12, 2016 Closed Session Minutes
 - C. Approval of Audit Contract for Fiscal Year Ending June 30, 2016 ([document](#))



- D. Approve Grant of Easement to Duke Energy Progress, Inc., A North Carolina LLC for Navaid Locations ([document](#))

VI. OLD BUSINESS: None

VII. NEW BUSINESS:

- A. Approval of Preliminary Fiscal Year 2016/2017 Budget ([document](#))
- B. Approval of Contract for Construction of the Airfield Re-development Project – Phase III ([document](#))
- C. Approval of Contract for Installation of LLWAS Tower with DACO Construction Company, Inc. ([document](#))
- D. Approval of FY15/16 Budget Amendment for IT Services ([document](#))
- E. Approval of FAA Lease Agreement ([document](#))
- F. Approval of Airline Incentives for Allegiant Air ([document](#))

VIII. DIRECTOR'S REPORT:

- A. Wings for Autism Update
- B. Award of Aircraft Rescue Firefighting Vehicle

IX. INFORMATION SECTION:

(Staff presentations will not be made on these items. Staff will be available to address questions from the Board.)

- A. January 2016 Traffic Report ([document](#))
- B. January 2016 Monthly Financial Report ([document](#))
- C. March 2016 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
 - Adoption of FY 16/17 Budget



- X. AUTHORITY MEMBER REPORTS
 - A. Key Strategic Elements ([document](#))
- XI. PUBLIC AND TENANTS' COMMENTS
- XII. CALL FOR NEXT MEETING
- XIII. ADJOURNMENT

This agenda of the Greater Asheville Regional Airport Authority is provided as a matter of convenience to the public. It is not the official agenda. Although every effort is made to provide complete and accurate information in this agenda, the Greater Asheville Regional Airport Authority does not warrant or guarantee its accuracy or completeness for any purpose. The agenda is subject to change before and/or during the Board meeting.



2015/16 Community Perception Survey

Conducted by The Jackson Group
Hickory, NC

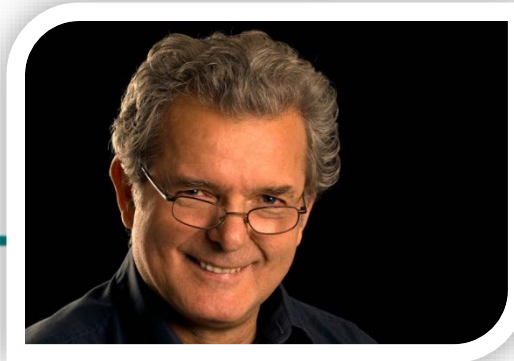


Goals of the survey

- **Compare changes to baseline 2012 metrics – AVL vs. competing airports**
 - Demographic description of air travelers/target market
 - Top of mind awareness & drivers of utilization
 - Overall satisfaction & drivers of satisfaction
 - Use information to guide strategic marketing decisions
- **Random survey process with valid & reliable results**

Top level takeaways

- Positive perception of AVL overall
- Growth in business traveler numbers
- Top of Mind Awareness = strong in three categories
- Gains with Henderson County & leisure travelers
- **Key challenges:**
 - Business Travelers in Buncombe County
 - GSP gains in perception



Results

Who are WNC air travelers?



WNC air traveler demographics

49% = female

51% = male

Majority (**83%**) 45+ years old

HH income of \$70K+

74% Bachelors or higher

Business Travelers

70% male | 30% female

64% ages 45-64 (12% 65+)

Leisure Travelers

41% male | 59% female

69% age 55+ (42% age 65+)

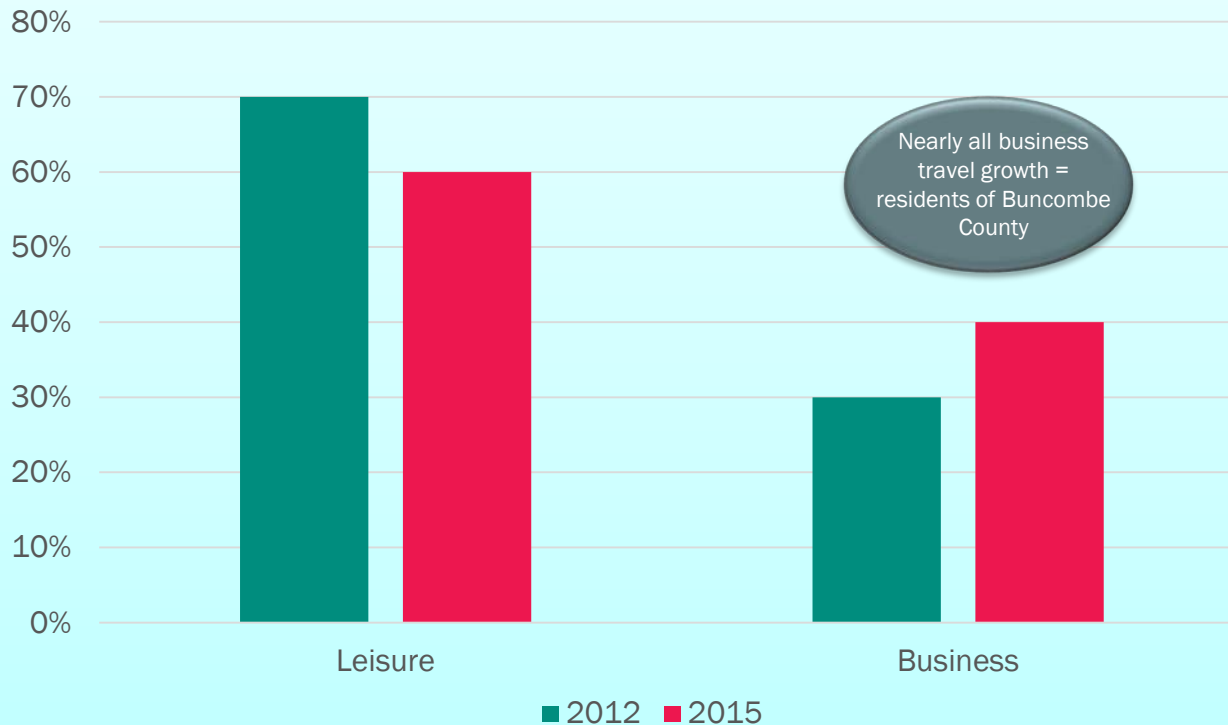
***Notes:** 93% of all respondents have flown from AVL. 74% of business travelers flew from AVL most often in the past year; 16% from GSP. 57% of leisure travelers flew most often from AVL in the past 12 months; 23% from CLT.

Mix of travelers

54% of leisure travelers fly **2-4** times/year

58% of business travelers fly **10+** times/year*

Leisure vs. Business



***Significant finding:** The mix of business vs. leisure travelers shifted since the last survey – with growth by those traveling more often for business. The number of trips per year by business travelers has also increased since the previous survey, indicating a strengthening economy and growth in the business sector in WNC. Frequency of leisure trips per passenger is consistent with 2012 results.

Utilization – Begins with Top of Mind Awareness.

How AVL stacks up in the WNC market.



“Top of mind” share leads to utilization

Among leisure travelers, the TOP drivers of utilization of an airport are:

#1 – Lowest Airfare

#2 – Saving time to and from the airport

#3 – Choices of arrival & departure times

#4 – Ease of getting through security

“Top of mind” share leads to utilization

Among all **business travelers**, the TOP drivers of utilization of an airport are:

#1 – Saving time to and from the airport

#2 – Lowest airfare

#3 – Choices of arrival & departure times

#4 – Ease of getting through security

Business travelers
have slightly
different priorities

Where do we rank?

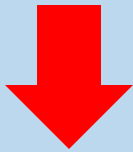
Top of mind ranking (overall)	#1	#2	#3	#4
Lowest fares	GSP 35%	CLT 34%	AVL 15%	ATL 13%
Choice of departure times	AVL 42%	CLT 32%	GSP 14%	ATL 10%
Saving time to and from airport	AVL 92%	GSP 3%	CLT 4%	Other 1%
Ease of getting through security	AVL 79%	GSP 11%	CLT 5%	Other 5%

***Significant** – GSP moved from #2 to #1 . AVL retained #3 at 15% - no change from previous survey.

AVL was mentioned more often than other airports in all other awareness attributes.

Digging deeper – significant findings

Buncombe County travelers



KEY FINDING: GSP gained 9% awareness as having the lowest fares – tied top awareness with CLT

Top awareness of AVL as having low fares dropped 3%

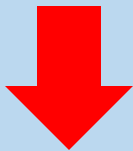
Henderson County travelers



KEY FINDING: AVL gained awareness as having low fares – 4% increase

GSP lost 5% awareness as saving time to and from the airport

Business travelers



KEY FINDING: GSP moved from 4th place to 1st place in top-of-mind awareness as having lowest fares. Also gained 6% awareness as an airport with easy security.

Leisure travelers



KEY FINDING: AVL gained awareness as having low fares – 2% increase
AVL also gained in choice of flight times & saving time to and from the airport

Top of Mind Summary

AVL “owns” top of mind in three of the four important categories.

#2 – Saving time to and from the airport

#3 – Choice of departure times

#4 – Ease of getting through security

AVL still owns this attribute; however, a 5% overall percentage drop was noted, all gained by GSP.

Biggest Opportunity

#1 – Perception of Low Fares

- We made slight increases among some groups
- Area to focus: Buncombe County business travelers

Perception is reality.

Overall satisfaction metrics.



Positive satisfaction overall, but a few product issues

How satisfied are you?



Positive Satisfaction



Negative Satisfaction

Ease of security most highly correlated to a passenger's overall satisfaction with AVL

■ 2012 ■ 2015

Digging deeper -

- Leisure travelers are the most satisfied (flat trend)
- Henderson County travelers are more satisfied than Buncombe County travelers (where we have more business travelers)

What's next?

Key takeaways & next steps

What's next?

- Update strategic marketing plan
- Share information with airline partners & use information to refine air service development efforts

Questions?

Tina Kinsey, Director of Marketing, PR & Air Service Development
O - 828.654.3238 C - 828.974.2006 tkinsey@flyavl.com



**Asheville Regional Airport
Executive Summary
January-16**

AIRPORT ACTIVITY

	<u>Month</u>	<u>Variance to Prior Year</u>	<u>Calendar Year to Date</u>	<u>Variance to Prior Year</u>
Passenger Enplanements	20,072	(18.8%)	20,072	(18.8%)
Aircraft Operations				
Commercial	964	(4.9%)	964	(4.9%)
Scheduled Flights	454	(3.4%)		
Flight Cancellations	33			
Seats	26,804	(22.3%)	26,804	(22.3%)
Load Factor	74.9%	4.6%	74.9%	4.6%
General Aviation	2,877	18.2%	2,877	18.2%
Military	211	(38.8%)	211	(38.8%)

FINANCIAL RESULTS

	<u>Month</u>	<u>Variance to Budget</u>	<u>Fiscal Year to Date</u>	<u>Variance to Budget</u>
Operating Revenues	\$ 746,822	10.2%	\$ 6,116,257	18.0%
Operating Expenses	577,720	(11.9%)	4,265,788	(9.0%)
Net Operating Revenues before Depreciation	<u>\$ 169,102</u>	675.5%	<u>\$ 1,850,469</u>	271.2%
Net Non-Operating Revenues	<u>\$ 133,224</u>	(2.0%)	<u>\$ 1,687,424</u>	(2.8%)
Grants:				
FAA AIP Grants	\$ 91,649		\$ 7,281,973	
NC Dept of Transportation Grants	-		74,217	
Total	<u>\$ 91,649</u>		<u>\$ 7,356,190</u>	

CASH

Restricted	\$ 4,994,369
Designated for O&M Reserve	4,019,126
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	12,368,519
Total	<u>\$ 22,032,014</u>

RECEIVABLES PAST DUE

	<u>Total</u>	<u>1-30 Days</u>	<u>31-60 Days</u>	<u>Over 60 Days</u>
Advertising Customers	10,175	-	3,800	6,375
Allegiant	2,519	132	986	1,401
Budget	2,192	198	781	1,213
Delta Airlines	133,720	59,072	72,388	2,260
DOTFAA	99,261	14,598	20,884	63,779
Enterprise	3,566	238	3,328	-
Paradies	8,272	1,839	2,933	3,500
United	10,722	273	-	10,449
US Air	41,949	28,640	1,552	11,757
Worldwide	1,555	260	905	390
Miscellaneous	4,555	1,844	2,207	504
Total	<u>\$ 318,486</u>	<u>\$ 107,094</u>	<u>\$ 109,764</u>	<u>\$ 101,628</u>
% of Total Receivables	<u>53.38%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

Rental Car Facilities Taxable Revenue Bond, Series 2007	
Original Amount	\$ 4,750,000
Current Balance	\$ 1,273,500

CAPITAL EXPENDITURES

Annual Budget	\$ 25,677,475
Year-to-Date Spending	\$ 8,997,273

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
February 12, 2016**

The Greater Asheville Regional Airport Authority (“Authority”) met on Friday, February 12, 2016 at 8:30 a.m. in the Conference Room at the Authority’s Administrative Offices, Asheville Regional Airport (“Airport”), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT: Robert C. Roberts, Chair; K. Ray Bailey, Vice-Chair; Jeffrey A. Piccirillo; Andrew T. Tate; William L. Moyer; and Stephanie Brown

MEMBERS ABSENT: Matthew C. Burril

STAFF AND LEGAL COUNSEL PRESENT: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director of Development and Operations; Kevan Smith, Chief of Public Safety; Suzie Baker, Director of Administration; Tina Kinsey, Director of Marketing and Public Relations; Janet Burnette, Director of Finance and Accounting; John Coon, Director of Operations; Cortez Johnson, Network Engineer; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: David King, GS&P; Ken Moody, Delta Airport Consultants; Leslie Jo Hurwitz, Walker Parking Consultants; Amira Trebincevic, Delta Airlines; Cecil Bothwell, Asheville City Council; James Moose, Avcon; Matt Fogleman, ECS Carolinas; Bill Casey, Paradies Lagardere; Aishlein Ashcraft, Paradies Lagardere; Valerie Fleming, Paradies Lagardere; Eddie Dean, CPSI

CALL TO ORDER: The Chair welcomed everyone in attendance and called the meeting to order at 8:30 a.m.

The Director recognized Tina Kinsey for her recent attainment of the Accredited Airport Executive (A.A.E.) designation.

APPEARANCES:

A. Award Recognition – Paradies Lagardere: The Director informed the Board that representatives from Paradies Lagardere, the airport’s food/beverage and news/gift concessionaire, were at the meeting. The Director introduced Aishlein Ashcraft, Asheville’s General Manager, Valerie Fleming, an associate, and Bill Casey, Sr. Vice President of Food and Development. The Director reported that Paradies Lagardere holds

awards annually and Aishleinn recently won the Manager of the Year award for their organization. Valerie won a First Class Platinum Medallion Club Member award for the service she brings to their facility. The Director stated that the airport is thrilled to have Paradies as a partner and thanked the Paradies staff for all their efforts. The Board thanked the Paradies staff for all they do at the airport.

PRESENTATIONS:

A. Parking Garage Design Presentation: The Director presented the Board with the design drawings for the parking garage. The Director noted that a separate entrance for the rental car operation was planned off Loop Road and pointed out the entrances and exits for passengers. The design elements of the garage were reviewed including some textured concrete panels and exterior stair towers, as well as an imagery planned for the east and west sides of the garage fabricated out of perforated metal with the pattern configured to form the image of the Blue Ridge Mountains.

Mr. Bailey asked about storm water that could collect in the lower level. The Director deferred to Ms. Leslie Jo Hurwitz of Walker Parking who responded that there would be floor drains that collect the water and pipe it to the existing storm system.

Mr. Piccirillo asked if the fire extinguisher system would be water. Ms. Hurwitz responded that there would not be an overhead system since it's not required, but that there would be fire extinguishers and a manual-dry standpipe system. Mr. Reisman stated that staff will also budget in the next fiscal year for the purchase of a skid mounted fire suppression system that would mount to the back of one of the light-weight airport rescue vehicles so that public safety officers could respond in the event of a fire.

Ms. Brown questioned how the image of the Blue Ridge Mountains would be formed and suggested touching base with the arts community due to the sensitivity by some community members in mimicking the natural environment. The response from the consultants was that there was not a specific photographic image, rather more of a representation of the mountains in this area, but mentioned that this was great input.

Ms. Brown also asked if more landscaping would be included in the areas surrounding the garage. The Director responded that there was not a lot of room to include additional landscaping, but that the existing plants along Airport Road would remain.

The Chair inquired about the process of approval for the design. Mr. Reisman advised the Board that staff expected to move forward with the design after presenting it to the

Board and anticipated being finished and out for bid in June. Staff would come back to the Board possibly in August for award of the construction contract.

B. Preliminary Fiscal Year 2016/2017 Budget: Janet Burnette gave an overview of the preliminary Fiscal Year 2016/2017 Budget. Mrs. Burnette highlighted the operating budget assumptions which included passenger enplanements at 402,000, conservative airline revenue due to a new rates and charges model which includes a year-end reconciliation, a salary adjustment pool of 3.5%, and an increase in contingency funds to cover the cost of some strategic plan projects. The Director informed the Board that staff has included four additional Public Safety Officer positions in the budget just as a place holder and for informational purposes only. Since the airlines are using larger aircraft, the airport may be moved to a "c" index classification in the FAA's guidelines for firefighting purposes. The Director explained the differences and requirements in the classifications and noted that this would require one additional firefighter per shift to meet the FAA guidelines. These four positions, totaling \$268,836 plus \$19,420 for equipment, are not included within the expense figures of the budget. Because of the uncertainty of this requirement and when it would become effective, staff decided to come back to the Board for approval if the positions become necessary.

Mrs. Burnette reviewed the proposed operating budget which included an increase in revenue by \$658,000 and an increase in operating expenses by \$376,000. Sources of operating revenue and expenses were summarized. Mr. Moyer inquired if the airline agreement had been signed by all the airlines. The Director responded that Allegiant was the only airline to sign the agreement. The Director stated that a new rates and charges model is based 65% on enplanements and 35% on operations and is unique. The legacy carriers have elected not to sign the agreement at the current time. Staff may move toward an ordinance structure if forced to do so.

Mrs. Burnette went over the proposed capital budget which included funds for the Airfield Re-development project, the parking garage, and demolition of the former Public Safety building. The reserve funds and cash balance were discussed and Mrs. Burnette advised the Board that although a \$12 million deficit was shown for the estimated unrestricted undesignated cash & investments as of June 30, 2017, once staff determines the amounts and sources of funding for the parking garage project, which may include bonds and investment by the rental car companies, those sources of revenue will be added back into the budget and the cash balance will show a positive balance.

The Director informed the Board that a current part-time position in the Administration Department is being increased to a full-time position in the budget effective July 1st. The

Director requested the Board review the budget over the next month. If there are no changes, staff will seek preliminary approval of the budget at the March 11th Board meeting. The budget will then sit for public inspection for 10 days and will come back to the Board for adoption at either the March 24th or April 8th meeting.

FINANCIAL REPORT: The Director reported on the airport activity for December which included enplanements, aircraft operations and general aviation activity. Mrs. Burnette reported on the financial activity for the month of December.

CONSENT ITEMS: The Chair remarked that Consent Item B, Approval of the Greater Asheville Regional Airport Authority December 11, 2015 Closed Session Minutes would be reviewed in closed session.

A. Approval of the Greater Asheville Regional Airport Authority December 11, 2015 Regular Meeting Minutes:

C. Approve Grant of Easement to Duke Energy Progress, Inc. A North Carolina Corporation for Airport Main Entrance:

Mr. Bailey moved to approve Consent Items A and C. Mr. Moyer seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval to Unseal Closed Session Minutes: The Director reminded the Board that it is the Authority's policy to review the preceding year's Closed Session minutes for possible unsealing. The Director has reviewed the minutes and has provided a recommendation to the Board for the unsealing of certain minutes.

Mr. Moyer moved to unseal those portions of Closed Session minutes as designated and recommended by the Executive Director. Mr. Piccirillo seconded the motion and it carried unanimously.

B. Adopt Amended Asheville Regional Airport Five-Year Capital Improvement Plan (CIP) for FY 2017-2021: Michael Reisman reminded the Board that the FY 2017-2021 CIP was approved by the Board at the October 16, 2015 meeting. Since that time, several changes have been made to the CIP including adjustment to the final approved budget for the parking garage project, removal of the ground transportation lot conversion project as it is now incorporated into the cost of the parking garage project, addition of security system upgrades to replace the ground transportation

lot conversion project, and splitting of the terminal apron expansion project from one phase to two phases. Mr. Reisman informed the Board that the amended CIP will be submitted to the FAA and is considered a planning and administrative tool for the Authority, the NCDOT Division of Aviation, and the FAA. Adoption of the CIP does not give approval for any of the projects included on the CIP.

Mr. Bailey moved to adopt the Amended Asheville Regional Airport Five-Year Capital Improvement Plan for FY 2017-2021. Mr. Moyer seconded the motion and it carried unanimously.

C. Approve Non-Federal Reimbursable Agreement with Department of Transportation, Federal Aviation Administration: Michael Reisman stated that the FAA Reimbursable Agreement before the Board will provide for FAA engineering/design and certain construction oversight services for the navigational aids for the new permanent runway. This will be the final Reimbursable Agreement for the Airfield Re-development project. Mr. Reisman stated that the FAA is the only source of engineering/design and construction oversight for this type of equipment. The total cost for this agreement is \$841,187.94 and will be incurred over the course of two fiscal years. These expenses are incorporated into the Airfield Re-development project budget and will be reimbursed under the pending FAA grants for additional phases of the project.

Mr. Moyer questioned if it were possible for the costs to come in beyond the agreement amount and what would happen if that were the case. Mr. Reisman responded that the FAA uses a maximum amount that will be charged for the work. The FAA would have to ask for an amendment if the costs were more than the agreement amount and staff would bring that to the Board for approval.

Mr. Moyer moved to approve the Non-Federal Reimbursable Agreement with the Department of Transportation, Federal Aviation Administration in the amount of \$841,187.94 and authorize the Executive Director to execute the necessary documents. Mr. Tate seconded the motion and it carried unanimously.

DIRECTOR'S REPORT: The Director advised the Board that he had a few additional items to include that were not on the agenda.

A. FAA Reauthorization Update: The Director informed the Board that the Transportation and Infrastructure Committee worked on a FAA Reauthorization bill last week. The major piece of the legislation was privatizing the air traffic control system with some sort of governmental corporation. An increase in PFCs was declined from the bill. The committee did vote and approve an increase in airport improvement funding by 2% and the length of the bill was set at six years. The bill will now go to the House and

then the Senate. The Director advised the Board that the airport currently has authorization for spending through March 31st. The FAA is basically giving out half the funding as the other half of the year has not yet been appropriated. The FAA has suggested giving the airport 43% of the entitlement money which equals \$1.3 million. This would not be enough for the Airfield Re-development project. The fire truck could be purchased with those funds. When there is a continuing resolution or a long-term bill, the airport will receive the remaining amount of money allocated through September 30th. Bid Package 3 is currently out for bid and staff intends to bring this to the Board for approval in March. The bid package contains a stipulation that staff could hold off awarding the contract for 90 days. If funding does not come through, staff may have to postpone phase 3 until the following year. The majority of the funding the airport gets from the FAA is discretionary, but discretionary is not reimbursable so the funds need to be in hand before it is spent.

B. Snow Storm Update: The Director reported on the snow removal efforts during the recent storm in January. The storm expenses incurred totaled \$24,000 for staff overtime and \$17,000 in chemicals used for ice removal. The majority of the chemical costs will be billed back to the airlines. The cost of the storm has already been built into the current fiscal year budget.

C. Conservation Easement: City Council has approved the acreage increase for the conservation easement along the French Broad River and staff is working with the Carolina Mountain Land Conservancy to complete the easement.

D. Wings for Autism: The airport is hosting the Wings for Autism event on Saturday, February 13. The event is full with 150 people having signed up.

E. State Funding: The Director reported that last spring in Washington, DC several North Carolina airports met with the delegates representing North Carolina to discuss the importance of AIP and PFC funding for airports. The legislators suggested that the airports look to the state for funding. Staff from Raleigh-Durham Airport and Wilmington Airport have been working closely with the state legislators in North Carolina to look for ways to increase capital or infrastructure funding within the state. There are some items that occur at airports that are taxed and the funds go to the state. The airports are working to capture some of those funds for capital projects at airports. Funding for local municipalities will not be impacted by these efforts. There is a \$15 billion need within the state for airport projects, including those at general aviation airports.

F. Access Agreement with Duke Energy: The Director advised the Board that they had been provided with a copy of the access agreement with Duke Energy. This agreement provides documentation that outlines the responsibilities for monitoring the

wells moving forward. The Director stated that he was not looking for the Board to approve the access agreement since the obligation to allow access was already contained in the original fill agreement. Ms. Rice has reviewed the access agreement from an administrative side and Mr. Shields has reviewed it from an environmental side. The Director requested the Board let him know if there were any questions or concerns.

Mr. Tate inquired if the access agreement requires the Authority to take on any additional liability or obligations not already contained in the original fill agreement. Ms. Rice stated that she would defer to Mr. Shields from an environmental aspect, but did not believe it was changing anything other than giving access to the property in the future.

The Chair affirmed that the intent is to allow access to monitor the wells and thought Mr. Tate was asking if there was anything in the access agreement that would change something. The Director responded that he and Mr. Shields have reviewed the agreement and there is nothing to their knowledge that would change any obligations that the Authority already has under the agreement for accepting the fill for the three areas. The DEQ could change the requirements but at the present time there is nothing that would change the Authority's obligations. Duke Energy is tied to this under their permits with DEQ formerly DENR. The Chair questioned when the permit would expire. The Director stated that according to Duke Energy the permits are for five years and Duke Energy believes they only have to monitor the wells while the permit is existing. The Director, however, was not comfortable with this so he added a requirement for a minimum of 20 years of well monitoring or whatever the state requires, whichever is longer.

Mr. Moyer questioned the authorization to sign this agreement. Ms. Rice stated that this would be discussed in closed session.

INFORMATION SECTION: No comments

AUTHORITY MEMBER REPORTS:

A. Key Strategic Elements: The Chair stated that the Board had been asked to review the Key Strategic Elements and if the Board Members had any changes or suggestions, they were encouraged to bring up for discussion over the next meeting or two.

Ms. Brown asked when a work plan behind the strategic objectives would be presented. The Director stated that staff's strategic plan runs parallel to the Board's Key Strategic Elements and that he was finishing up the finalized working document and would have to the Board shortly. Ms. Brown wondered what tactics and strategies would be implemented that align with the Board's plan. The Chair stated that the Board's document

was not a strategic document, rather more of guardrails or the governing document that contains the elements that the Board wants to have fulfilled.

B. Performance Evaluation: The Chair commented that it was time to begin the evaluation process of the Director. Information on competencies other airport directors are held accountable for has been received, and the Chair may utilize a survey monkey tool for a broader audience of feedback. A template will be sent out to the Board for their review.

C. Conference Schedule: The Chair reminded the Board Members that if there were any conferences they were interested in attending, to please mention at a Board Meeting so that travel plans can be arranged.

PUBLIC AND TENANTS' COMMENTS: Ms. Amira Trebincevic of Delta Airlines addressed the Board to clarify a point relative to the airline rates and charges and the agreement between the Authority and the airlines. Ms. Trebincevic stated that there was a question on the division of common use space and the percentages that were used. Asheville is proposing something that is unique and uncharacteristic and not one that many other airlines are party to. The division is not simply a matter of percentages but a matter of concept. There was a change in concept and what is proposed in Asheville is based on operations and enplanements. Ms. Trebincevic stated that the Director has been willing to openly discuss the issue and she looks forward to moving toward an agreement and perhaps an alternate to the resolution option that is proposed.

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Board would be on March 11, 2016.

CLOSED SESSION: At 10:08 a.m. Mr. Piccirillo moved to go into Closed Session pursuant to Subsections 143-318.11(a)(3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege, to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Mr. Moyer seconded the motion and it carried unanimously.

The Chair indicated they would break until 10:13 a.m., at which time the Board would resume in closed session.

Open Session resumed at 10:40 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY FEBRUARY 12, 2016

CLOSED SESSION MINUTES: Mr. Piccirillo moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Moyer seconded the motion and it carried unanimously.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY DECEMBER 11, 2015

CLOSED SESSION MINUTES: Mr. Piccirillo moved to approve the minutes for the inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Tate seconded the motion and it carried unanimously.

ADJOURNMENT: Mr. Piccirillo moved to adjourn the meeting at 10:42 a.m. Mr. Bailey seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Robert C. Roberts
Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: March 11, 2016

ITEM DESCRIPTION – Consent Item C

Approval of Audit Contract for Fiscal Year Ending June 30, 2016

BACKGROUND

The Authority Board has contracted with Martin Starnes & Associates, CPAs, P.A. to perform the financial and compliance audits for the past five fiscal years. Authority staff recently issued a Request for Proposal (RFP) for audit services to identify a new firm for the next contract. RFPs were sent to six audit firms, and four of those firms submitted audit services proposals. A spreadsheet comparing the costs proposed is attached.

After reviewing the qualifications and cost proposals and performing reference checks, staff recommends awarding the audit contract for the fiscal year ending June 30, 2016 to Gould Killian CPA Group, P.A.

As reflected in the spreadsheet, Carter, P.C. proposed the lowest cost and they meet the requirements for this audit. However, our recommendation of Gould Killian is based upon their audit experience. Their current client list reflects extensive governmental auditing experience, including several towns, counties and authorities in our area. Also, Gould Killian was the only firm with staff having experience with airport audits.

ISSUES

None

ALTERNATIVES

The Authority Board could award the audit contract to one of the other audit firms that presented an audit services proposal.

Consent – Item C



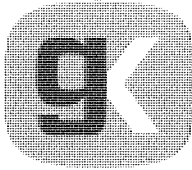
FISCAL IMPACT

The contract fee for audit services with Gould Killian for FY2016 will be \$15,700. The expense for audit services was anticipated and included in the budget for FY2017 as presented by Authority staff.

RECOMMENDED ACTION

Subject to Board approval of the FY2017 Budget, it is respectfully requested that the Airport Authority Board resolve to (1) approve the contract for audit services with Gould Killian CPA Group, P.A., and (2) authorize the Board Chairman to execute the necessary documents.

Attachment



**GOULD KILLIAN
CPA GROUP, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

Jeffrey A. Gould
Charles E. Killian
Harold C. Cole
G. Edward Towson, II
Harvey W. Jenkins
Shon P. Norris

March 8, 2016

Janet Burnette
Greater Asheville Regional
Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

Dear Janet,

As we discussed, I've enclosed the contract and engagement letter for the audit of your financial statements for the year ended June 30, 2016 for Friday's board meeting. We believe the contract and letter correctly set forth our understanding of the services we will provide for the coming year.

Please read over the contract and letter carefully and let me know if you have any questions. You may return the executed copies to me in the enclosed envelope, or scan and email them to tmarshall@gk-cpa.com.

Dan and I are excited about the opportunity to work with you, and hope the board agrees with your recommendation. I look forward to hearing from you soon.

Sincerely,

Tonya L. Marshall, CPA
Audit Manager

CONTRACT TO AUDIT ACCOUNTS

Of Greater Asheville Regional Airport Authority
Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 8th day of March, 2016,

Auditor: Gould Killian CPA Group, PA Auditor Mailing Address: 100 Coxe Avenue
Asheville, NC 28801 Hereinafter referred to as The Auditor

and Board of Directors (Governing Board(s)) of Greater Asheville Regional Airport Authority
(Primary Government)

and : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

- 1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).
County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.
3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in Government

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice -- [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Discretely Presented Component Units (DPCU) if applicable this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

see engagement letter

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) Greater Asheville Regional Airport Authority
Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Greater Asheville Regional Airport Authority - FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit Fixed: \$14,200 Variable: \$1,500 per major program over 3

Preparation of the annual financial Statements \$1,500 Total Fixed: \$15,700

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 11,775

** NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Gould Killian CPA Group, PA

Name of Audit Firm

By Daniel R. Mullinix, CPA

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 3/8/16

dmullinix@gk-cpa.com

Email Address of Audit Firm

Governmental Unit Signatures:

Greater Asheville Regional Airport Authority

Name of Primary Government

By Bob Roberts, Chair

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date N/A

** If Governmental Unit has no audit committee, mark this section "N/A"

Greater Asheville Regional Airport Authority

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Janet Burnette, Finance Director

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

jburnette@flyavl.com

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.) Greater Asheville Regional Airport Authority
Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units ****

FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit _____

Preparation of the annual financial Statements _____

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ _____

**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

Name of Discretely Presented Component Unit

By _____
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date _____

By _____
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date _____
**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)
This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By _____
DPCU Finance Officer:
Type or print name

DPCU Finance Officer Signature

Date _____
*(Pre-audit Certificate **must be dated.**)*

Email Address of Finance Officer

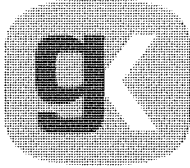
Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

Steps to Completing the Audit Contract

1. Complete the Header Information – NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control."*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slg/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.
Please call or email Steven Holmberg of our office at 919-807-2394 steven.holmberg@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a).** NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU **must also sign** the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.



**GOULD KILLIAN
CPA GROUP, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

Jeffrey A. Gould
Charles E. Killian
Harold C. Cole
G. Edward Towson, II
Harvey W. Jenkins
Shon P. Norris

March 8, 2016

Greater Asheville Regional
Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

We are pleased to confirm our understanding of the services we are to provide to Greater Asheville Regional Airport Authority (“Authority”) for the year ending June 30, 2016.

We will audit the financial statements of Greater Asheville Regional Airport Authority, which comprise the statement of net position as of June 30, 2016, and the related statements of revenues, expenses, and changes in net position and cash flows for the year then ended, and the related notes to the financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Authority’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) Required schedules for the Law Enforcement Officers’ Special Separation Allowance
- 3) Required schedules for the Other Post-Employment Benefits
- 4) Required schedules for the Local Government Employees’ Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and

we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Individual fund statements, budgetary schedules, and other schedules
- 2) Schedule of expenditures of federal and state awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the audit requirements of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to members of the Board of Directors of the Greater Asheville Regional Airport Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting

material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *2016 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare a calculation of the rate covenant required by the Authority's Rental Car Facilities Taxable Revenue Bond, Series 2007. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on prior to completion of final fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later

than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal or state agency or its designee, a federal agency providing direct or indirect funding, or the U.S.

Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

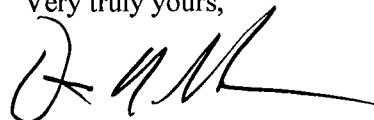
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory authorities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2016 and to issue our reports no later than October 31, 2016. Daniel R. Mullinix is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$15,700 for the audit and financial statement preparation. If it is determined that the Authority has more than three major federal programs, there will be an additional fee of \$1,500 for the each excess major program. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Greater Asheville Regional Airport Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Daniel R. Mullinix
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Greater Asheville Regional Airport Authority.

Signature: _____

Title: _____

Date: _____

SHARRARD, MCGEE & CO., P.A.

CERTIFIED PUBLIC ACCOUNTANTS • CONSULTANTS

1321 LONG STREET • POST OFFICE BOX 5869 • HIGH POINT, NORTH CAROLINA 27262

(336) 884-0410
FAX (336) 884-1580

OFFICES
HIGH POINT
GREENSBORO

System Review Report

July 16, 2014

To the Owners of
Gould Killian CPA Group, P.A. and the
Peer Review Committee of the North Carolina Association of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Gould Killian CPA Group, P.A. (the firm) in effect for the year ended January 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Gould Killian CPA Group, P.A. in effect for the year ended January 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Gould Killian CPA Group, P.A. has received a peer review rating of *pass*.

Sharrard, McGee & Co., P.A.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director, Development and Operations

DATE: March 11, 2016

ITEM DESCRIPTION – Consent Item D

Approve Grant of Easement to Duke Energy Progress, Inc., A North Carolina LLC for Navaid Locations

BACKGROUND

The Authority is in the process of awarding a contract for Phase III construction of the Airfield Re-development Program. Phase III includes the installation of certain Navigational Aids (Nav aids) which require their own individual commercial source of electric power. Duke Energy Progress, Inc. (DEP) will supply the sources of power for the Nav aids relating to the permanent runway configuration on the airport. Easements for the routing of power and placement of equipment on the airport is a common necessity associated with this action.

ISSUES

None.

ALTERNATIVES

None. DEP is the sole provider of commercial power on the airport.

FISCAL IMPACT

None.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the grant of an Easement to DEP for Navaid locations; and (2) Authorize the Executive Director to sign the necessary documents.

EASEMENT

NORTH CAROLINA
BUNCOMBE COUNTY

Prepared By: B. Pittman
Return To: Duke Energy
555A Brevard Rd
Asheville, NC 28806

THIS EASEMENT ("**Easement**") is made this _____ day of _____, 20_____, from Greater Asheville Regional Airport Authority A/K/A Asheville Regional Airport Authority, a North Carolina municipal authority, ("**Grantor**," whether one or more) to Duke Energy Progress, LLC, a North Carolina limited liability company, ("**DEP**"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of Grantor situated in Limestone Township described as follows: PIN# 9643-52-1970-00000, containing 547.032 acres, more or less, and being the land described in a lease agreement between the City of Asheville and the Asheville Regional Airport Authority, dated December 30, 1981, and recorded in Deed Book 1287, page 510, Buncombe County Registry, and also shown as 535.342 acres tract on a plat dated September 24, 1981, entitled "Property of the City of Asheville (Lease Map)" and recorded in Plat Book 48, page 35, all Buncombe County Registry, (the "**Property**", ") LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "**Facilities**") **within an overhead easement area located outside of the Airport Security Perimeter, being thirty (30) feet wide, and within an underground easement area located inside the Airport Security Perimeter, being ten (10) feet wide together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure** (the "**Easement Area**"), for the purpose of transmitting and distributing electrical energy and for communication purposes.

The right, privilege and easement shall include the following rights granted to DEP: (a) ingress and egress over the Easement Area; (b) to relocate the Facilities and Easement Area on the Property as mutually agreeable to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEP, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; (e) and all other rights and privileges reasonably necessary or convenient for DEP's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the Easement Area herein granted shall be approximately located as shown on the sketch attached hereto as "Exhibit A: 1 - 2 and 2 - 2", recorded herewith; (2) DEP shall obtain prior approval from Grantor to install guy wires and anchors outside of the easement area; (3) and that DEP's access to secured portions of the Easement Area shall require the prior permission of Grantor and escort by an authorized representative of Grantor, in accordance with airport security regulations.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, GRANTOR has caused this EASEMENT to be signed in its name by its duly authorized officer, as of the date first above written.

GREATER ASHEVILLE REGIONAL AIRPORT
AUTHORITY A/K/A ASHEVILLE REGIONAL
AIRPORT AUTHORITY
a North Carolina municipal authority

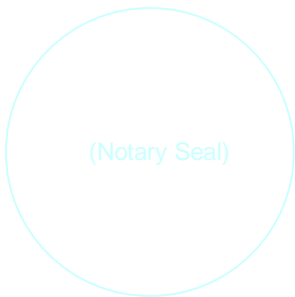
By: _____

Title: _____

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of Greater Asheville Regional Airport Authority A/K/A Asheville Regional Airport Authority, a corporation, and being authorized to do so, executed the foregoing EASEMENT on behalf of the corporation.

Witness my hand and notarial seal, this _____ day of _____, 2015.



Notary Public

My commission expires: _____

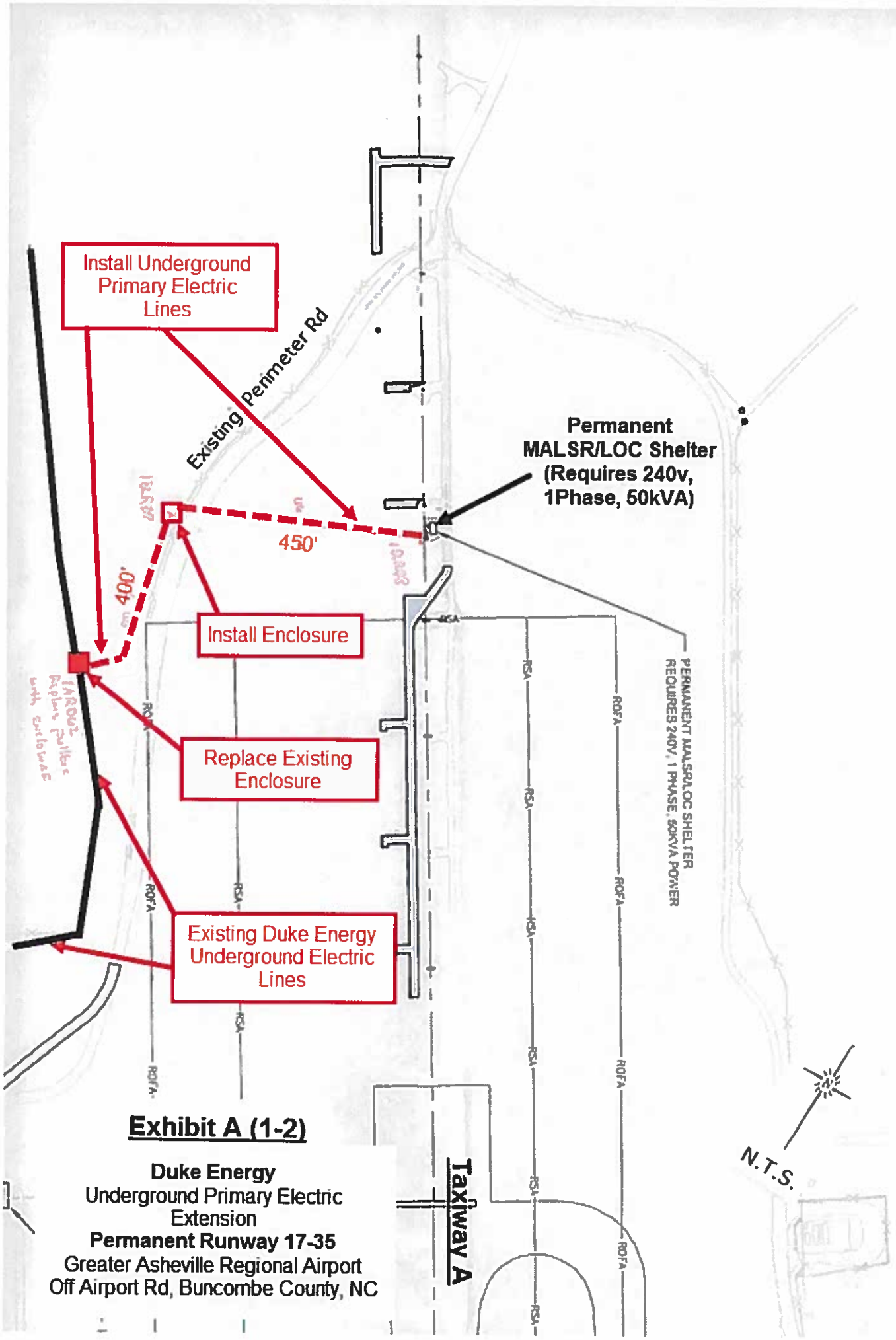
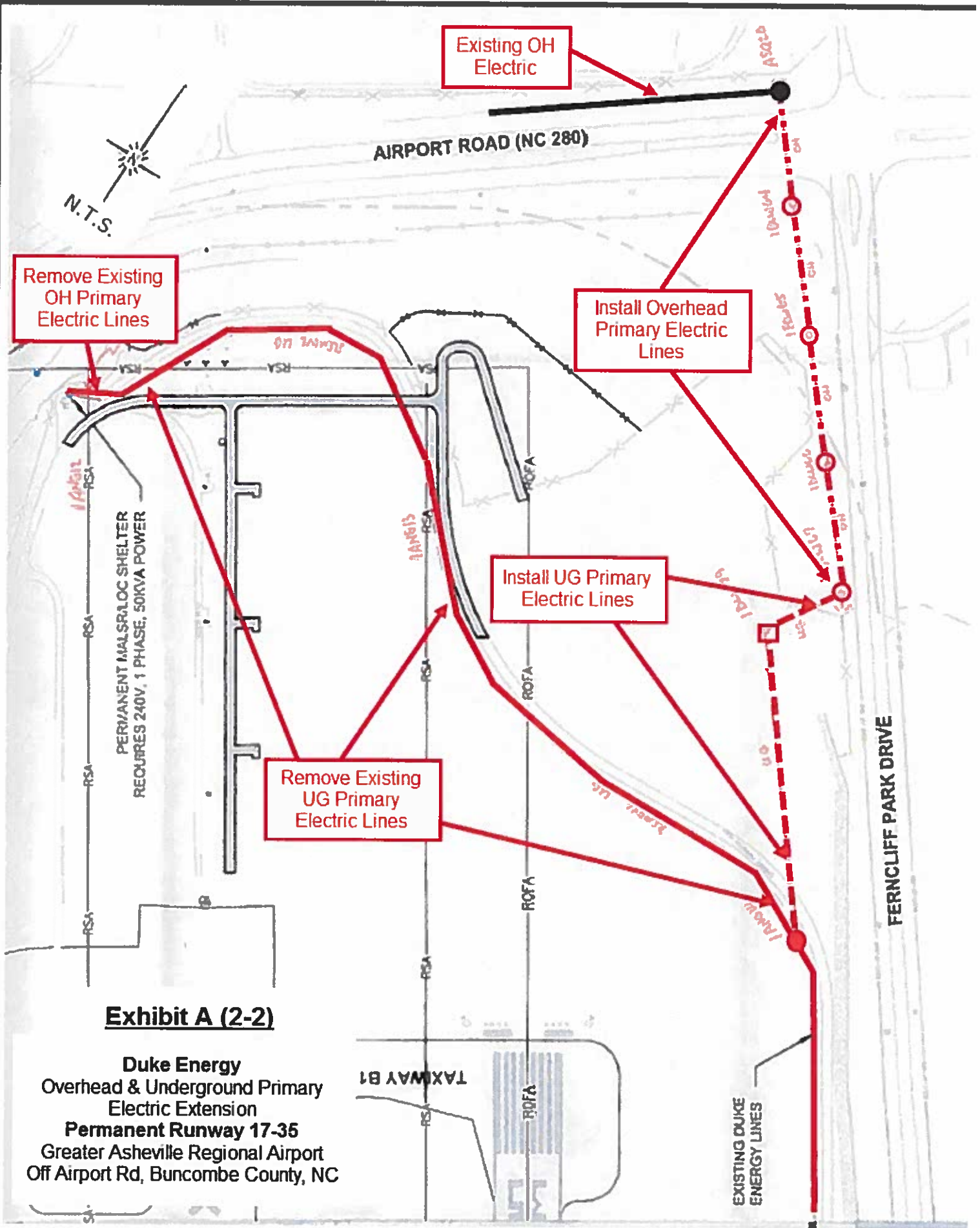


Exhibit A (1-2)
Duke Energy
 Underground Primary Electric
 Extension
Permanent Runway 17-35
 Greater Asheville Regional Airport
 Off Airport Rd, Buncombe County, NC



Existing OH Electric

AIRPORT ROAD (NC 280)

N.T.S.

Remove Existing OH Primary Electric Lines

Install Overhead Primary Electric Lines

Install UG Primary Electric Lines

Remove Existing UG Primary Electric Lines

PERMANENT MALSRLOC SHELTER REQUIRES 240V, 1 PHASE, 50KVA POWER

FERNCLIFF PARK DRIVE

Exhibit A (2-2)

Duke Energy
 Overhead & Underground Primary Electric Extension
Permanent Runway 17-35
 Greater Asheville Regional Airport
 Off Airport Rd, Buncombe County, NC

EXISTING DUKE ENERGY LINES

TAXWAY B1

ROFA

ROFA

ROFA

ROFA

ROFA

ROFA

ASQ20

10'x15' OH

10'x15' OH

10'x15' OH

10'x15' OH

10'x15' OH

10'x15' OH

10'x15' OH

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MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: March 11, 2016

ITEM DESCRIPTION – New Business Item A

Approval of the Authority's Preliminary Fiscal Year 2016/2017 Budget

BACKGROUND

The Authority Board needs to approve the Proposed Preliminary Fiscal Year 2016/2017 Budget and allow the budget to remain available for public inspection for a minimum of 10 days. The Fiscal Year 2016/2017 Budget will then be presented to the Authority Board for final adoption at its next meeting, either on March 24, 2016 or April 8, 2016.

ISSUES

None.

ALTERNATIVES

None recommended.

FISCAL IMPACT

No fiscal impact until adopted.

RECOMMENDED ACTION


It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the Proposed Preliminary Fiscal Year 2016/2017 Budget; and (2) accept public comment on the Proposed Fiscal Year 2016/2017 Budget during the next 10 days.





Proposed 2016/2017 Budget
Greater Asheville Regional Airport Authority
February 12, 2016





Agenda


-  **General Statistics**


-  **Proposed FY 2016/2017 Operating Budget**

-  **Proposed FY 2016/2017 Capital Budget**

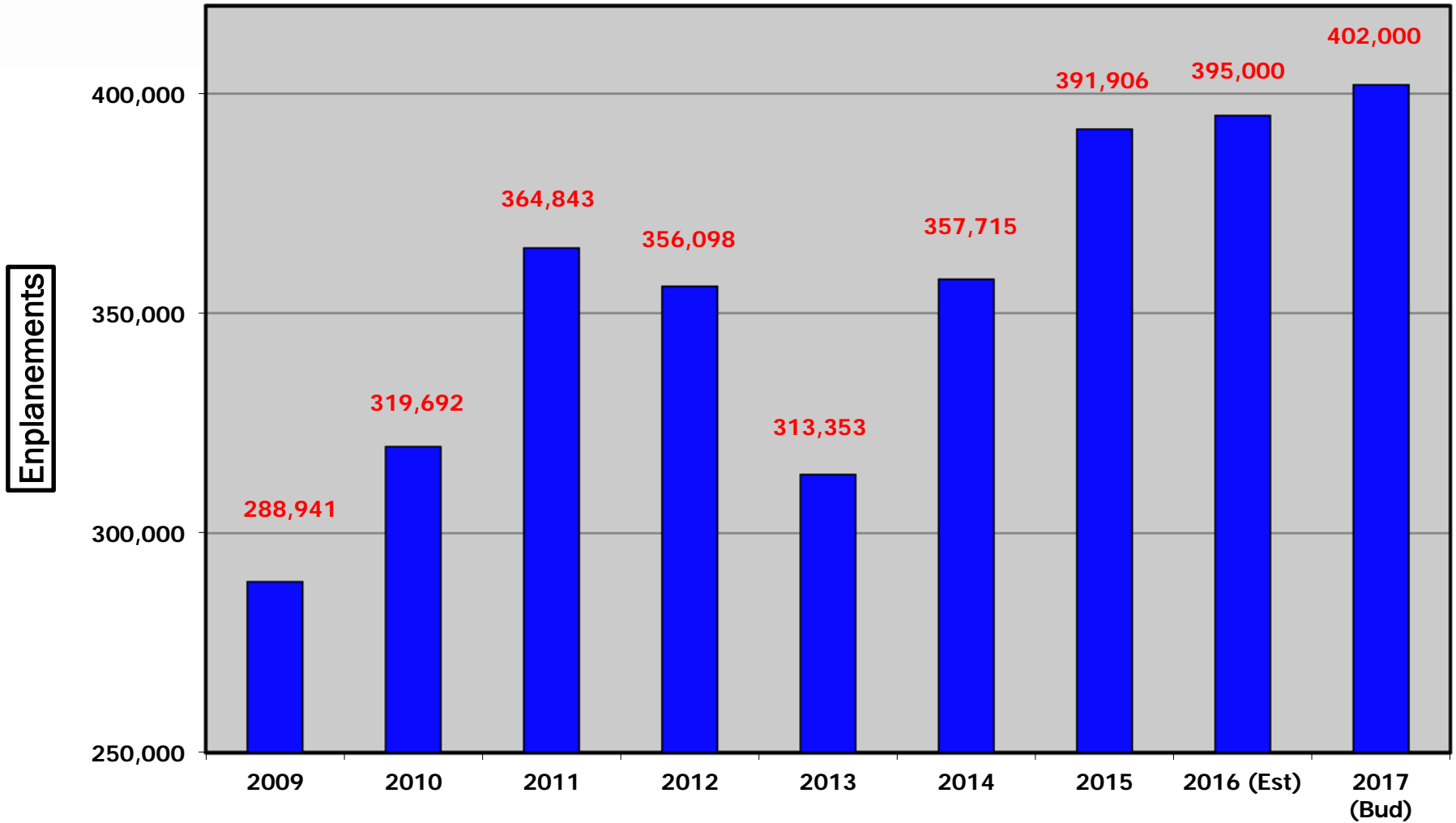
-  **Proposed FY 2016/2017 Reserve Funds**

-  **Proposed FY 2016/2017 Estimated Cash Balance**

-  **Proposed FY 2016/2017 Supplemental Fees**

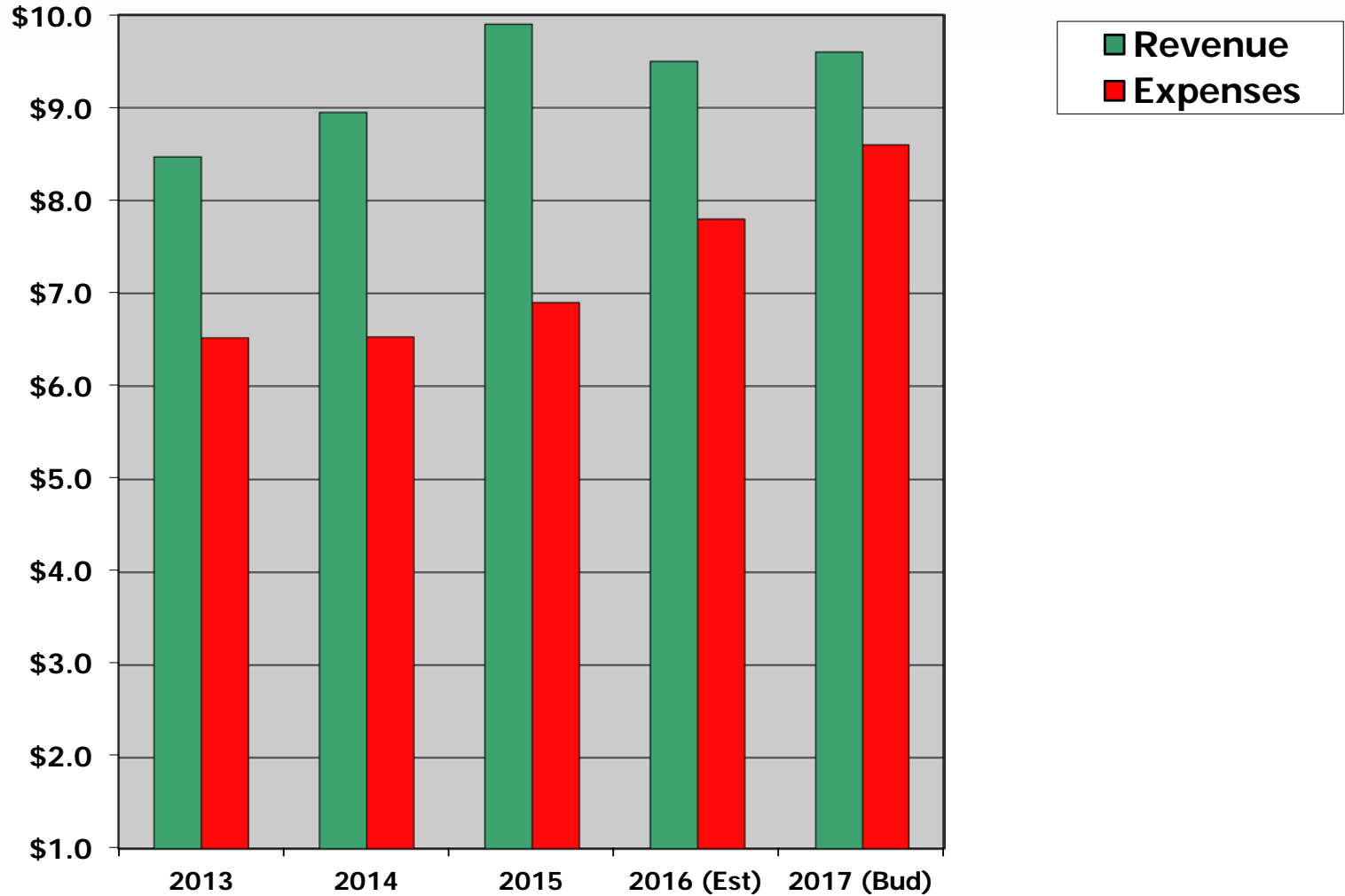
-  **Questions and Comments**

Passenger Traffic

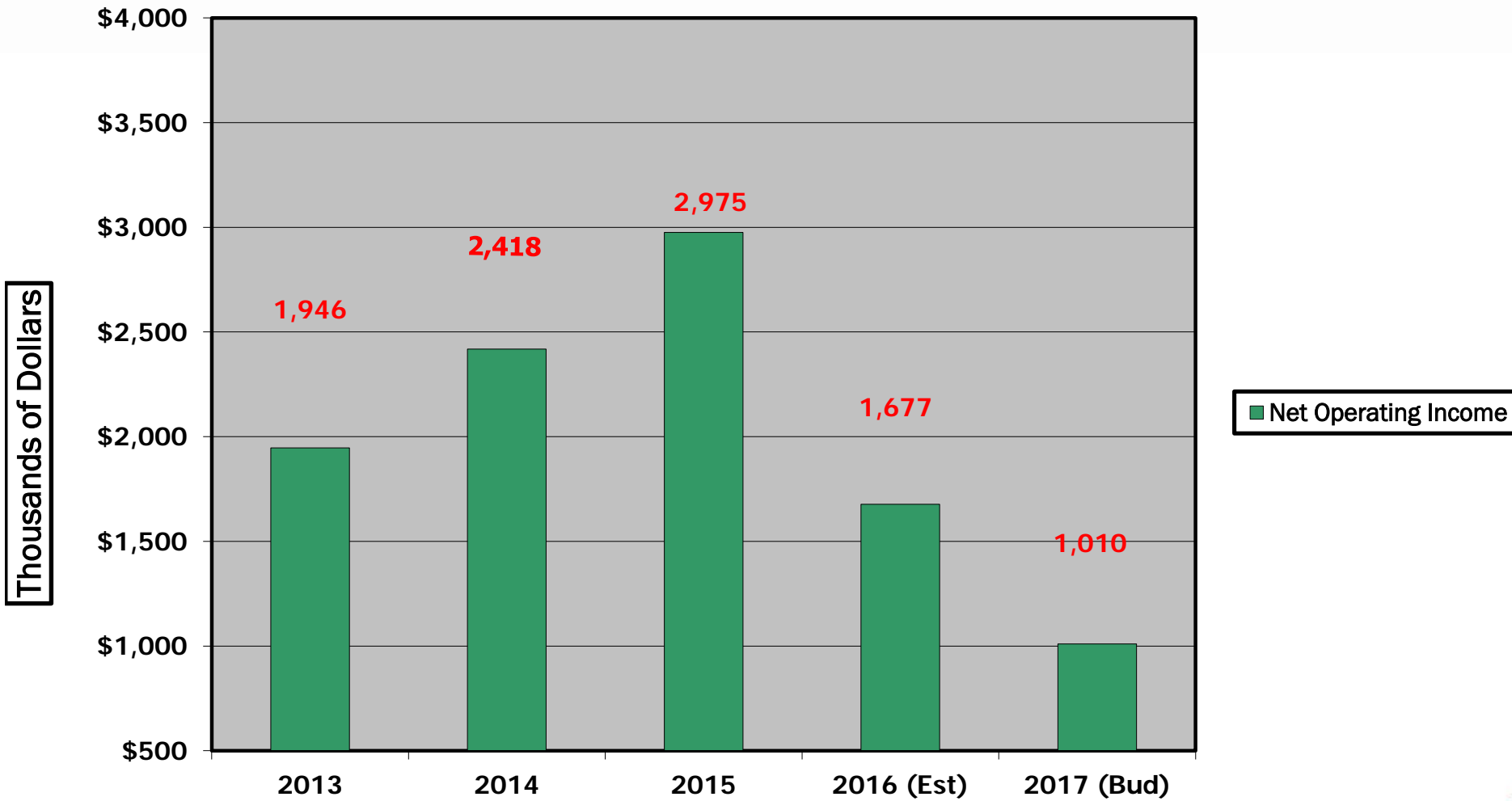


Operating Revenues/Expenses

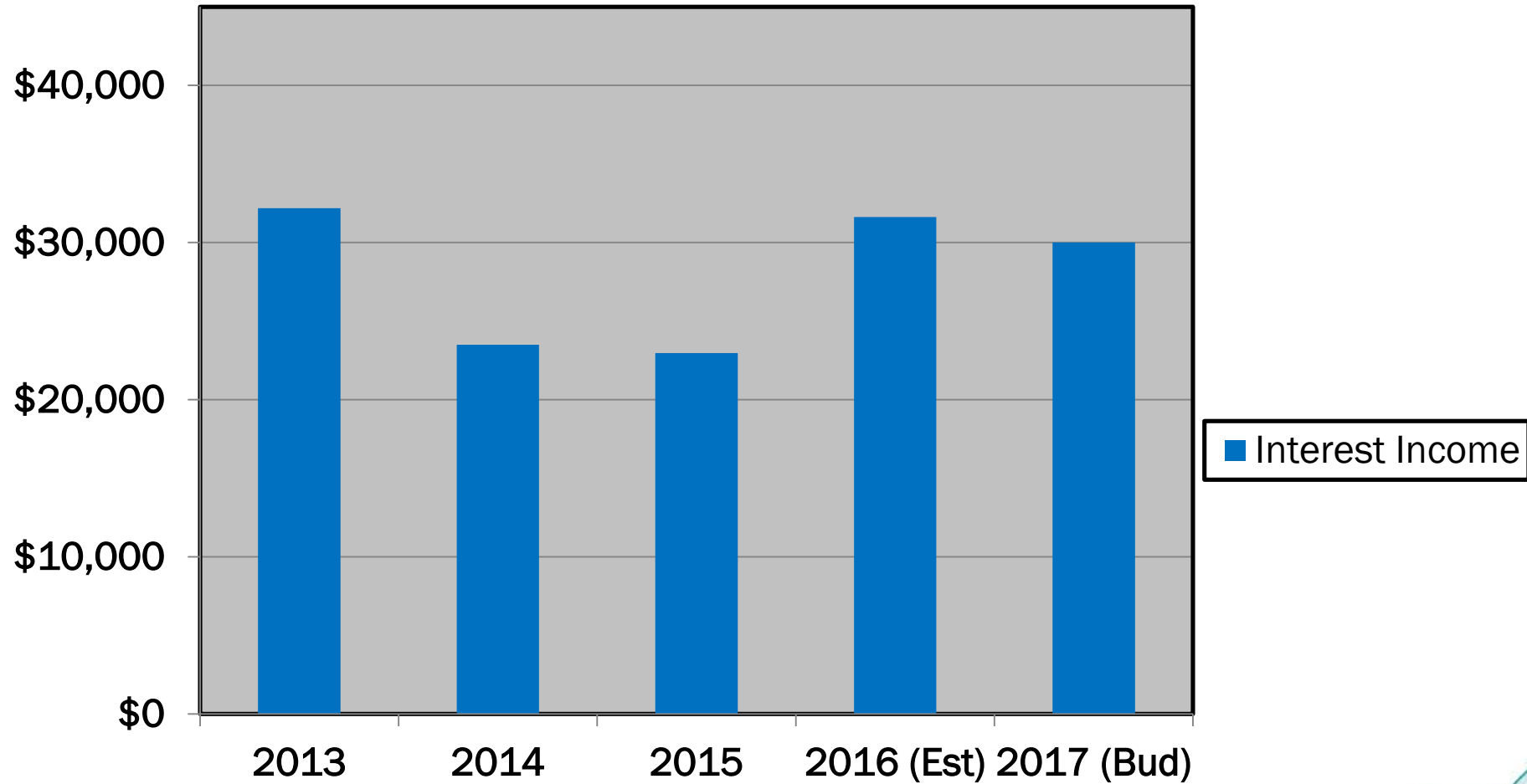
Millions of Dollars



Net Operating Income



Interest Income



Proposed Operating Budget

Basic Operating Budget Assumptions

OPERATING REVENUES:

- Passenger enplanements – 402,000
- Airline revenue is conservative using the new rates and charges model which includes a reconciliation at year-end.
- Building leases increase as result of new leases with Smartrac and Allegiant.

Basic Operating Budget Assumptions (cont'd)

OPERATING EXPENSES:

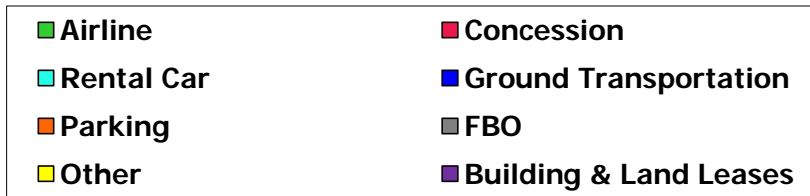
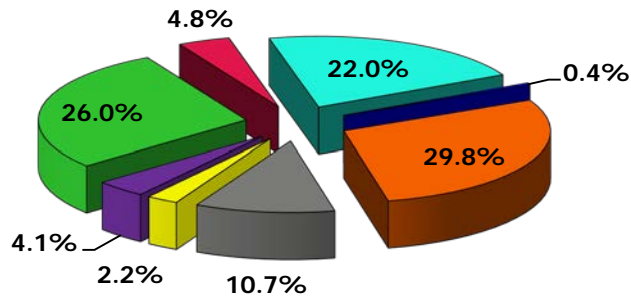
- Salary adjustment pool budgeted at 3.5%.
- Part-time Administration position moved to full-time in FY 16/17.
- Auditor Fee increase for audit of rental car revenues.
- Increase in contingency funds to cover costs of Strategic Plan projects.
- Proposed four additional positions for Public Safety which are not included in operating expenses. Total annual salary/benefit cost is \$268,836 plus one-time equipment cost of \$19,420.

Proposed Operating Budget

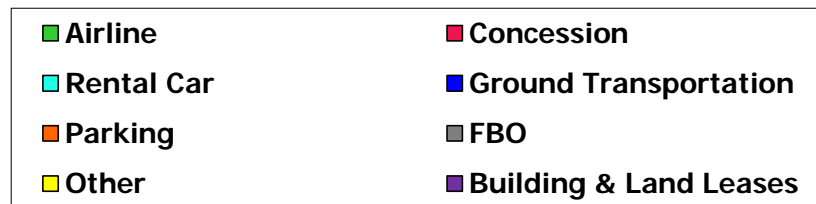
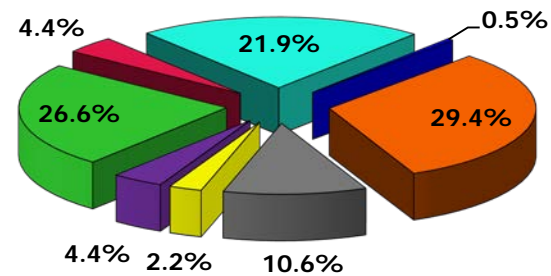
	Budget Amounts			Percent Change
	FY2015/2016	FY2016/2017	Difference	
<u>Revenues</u>				
Operating Revenues	\$ 8,931,462	\$ 9,590,204	\$ 658,742	7.4%
Investment Income	22,000	30,000	8,000	36.4%
Total Operating & Investment Revenues	8,953,462	9,620,204	666,742	7.4%
<u>Expenses</u>				
Operating Expenses	8,203,907	8,580,199	376,292	4.6%
Total Operating Expenses	8,203,907	8,580,199	376,292	4.6%
Net Operating & Investment Income	\$ 749,555	\$ 1,040,005	\$ 290,450	38.7%

Sources of Operating Revenue

FY 2016 (Est)

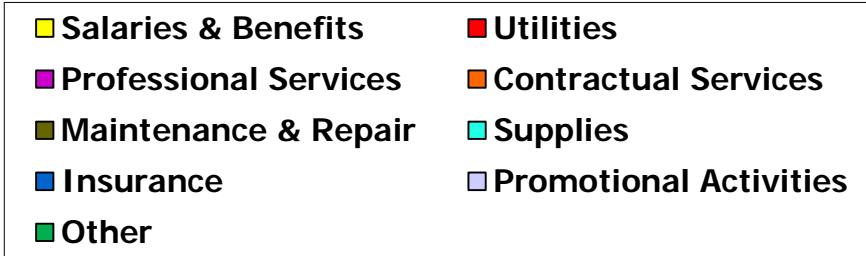
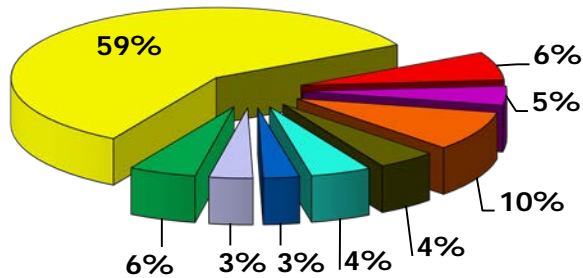


FY 2017 (Bud)

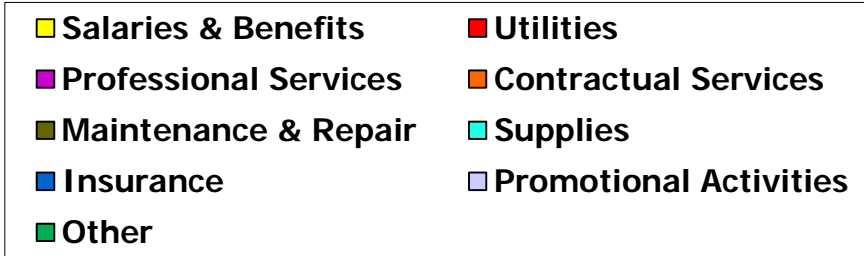
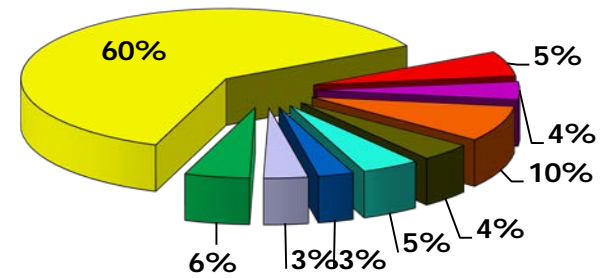


Operating Expenses by Category

FY 2016 (Est)

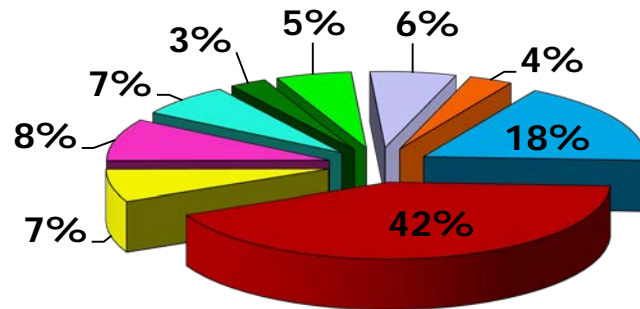


FY 2017 (Bud)



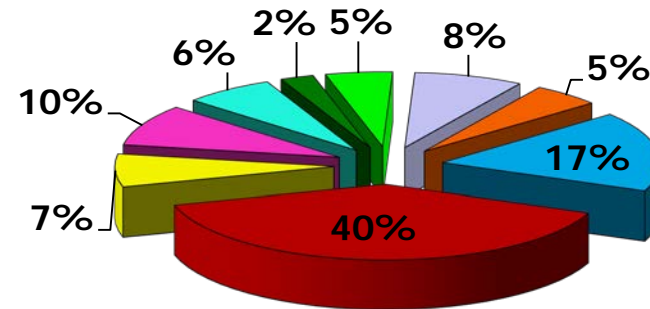
Operating Expenses By Department

FY 2016 (Est)



- Public Safety
- Operations & Maintenance
- Executive
- Information Technology
- Marketing and Public Relations
- Guest Services
- Finance
- Administration
- Development

FY 2017 (Bud)



- Public Safety
- Operations & Maintenance
- Executive
- Information Technology
- Marketing and Public Relations
- Guest Services
- Finance
- Administration
- Development

Proposed Capital Budget

Proposed Capital Budget

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
CAPITAL BUDGET
FISCAL YEAR 2016/2017**

Description	Total	Funding Source				
		FAA- AIP Entitlements	FAA- AIP Discretionary	NCDOT Grants	Currently Approved PFC's (2)	Airport Funds
Capital Improvements (1)						
Airfield Redevelopment - Bid Package 4	\$ 29,248,000	\$ 2,769,447	\$ 20,821,589	\$ -	\$ 5,501,511	\$ 155,453
Parking Garage	18,172,425					18,172,425
Old DPS Demo	125,000					125,000
Total Capital Improvements	47,545,425	2,769,447	20,821,589	-	5,501,511	18,452,878

- (1) All purchases of Capital Improvements will be presented to the Authority Board for final approval before implementation unless otherwise authorized by the Authority Board.
- (2) PFC Revenues are included in the budget at the amount expected to be collected by the airlines in the fiscal year. Any difference between that amount and the amount planned as funding for current year capital projects is reflected in the budgeted amount of GARAA cash to be used.

Proposed Capital Budget

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
CAPITAL BUDGET
FISCAL YEAR 2016/2017

Description	Total	Funding Source				
		FAA- AIP Entitlements	FAA- AIP Discretionary	NCDOT Grants	Currently Approved PFC's (2)	Airport Funds
Equipment and Small Capital Outlay						
Temporary Parking Lot Improvements	125,000					125,000
Terminal Hold Room Seating	25,000					25,000
Total Equipment and Small Capital Outlay	150,000					150,000

Proposed Capital Budget (cont'd)

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
CAPITAL BUDGET
FISCAL YEAR 2016/2017**

Description	Total	Funding Source				
		FAA- AIP Entitlements	FAA- AIP Discretionary	NCDOT Grants	Currently Approved PFC's	Airport Funds
<u>Renewal and Replacement</u>						
LED Lighting	44,586					44,586
Roof Renewal	9,200					9,200
Vehicle Replacements	61,425					61,425
Turnout Gear Replacement-Phase 3	27,752					27,752
Sidearm Weapons Replacement	8,224					8,224
Network Switch Replacements	65,000					65,000
FIDS Network Upgrade	215,000					215,000
Public Address System	130,000					130,000
Wireless System Upgrade	45,000					45,000
Data Center Cabling	35,000					35,000
Update/Refurbish Phone Kiosk	8,000					8,000
Total Renewal and Replacement	649,187					649,187
Total	\$ 48,344,612	\$ 2,769,447	\$ 20,821,589	\$ -	5,501,511	\$19,252,065

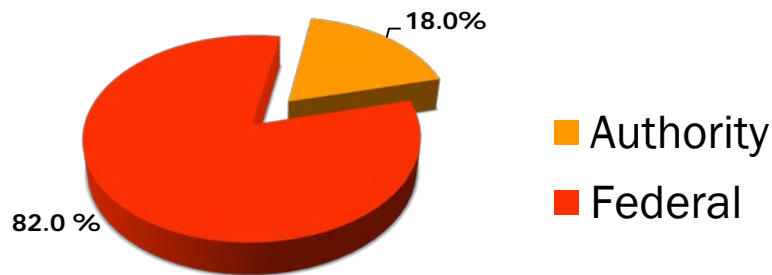
Carry-Over Capital Projects

Description	Amount	Estimated Spending Through 6/30/2016	Estimated Balance to Carryover	FAA-AIP Entitlement	FAA-AIP Discretionary	NC DOT Grants	PFC'S Currently Approved	Airport Funds
	Authorized							
Parking Garage Design	1,627,575	774,400	853,175					853,175
Airfield Redevelopment-Bid Package 3 (1)	7,798,120	3,000,000	4,798,120		4,798,120			
TOTAL CARRYOVER	\$ 9,425,695	\$ 3,774,400	\$5,651,295		\$ 4,798,120			853,175

(1) Represents current estimated amounts. Related contracts requiring Board approval will be presented to the Board before implementation.

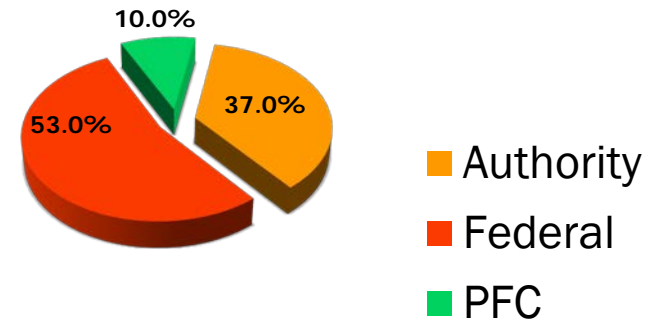
Capital Funding Sources

FY 2016 (Est)



Authority's Contribution - \$3,186,793

FY 2017 (Bud)



Authority's Contribution - \$20,205,240

Reserve Funds

Operations & Maintenance Reserve

- **Description and Justification**
 - Established to cover fluctuations in cash flow and provide quick access to additional operational cash.
- **Equivalent to 6 months of budgeted FY 2016/2017 operating expenses.**
 - \$4,290,100 for FY 2016/2017

Emergency Repair Reserve

- **Description and Justification**
 - Established to cover emergency repairs and provide ready access to the required cash.
- **\$650,000 for FY 2016/2017**

Estimated Cash Balance

Cash Balance

	<u>Amount</u>	
Estimated Cash & Investment Balance at June 30, 2016		\$ 20,000,000
Plus: Net Operating & Investment Revenues		1,040,005
Less Other Costs:		
Business Development Costs	(300,000)	
Contingency	(150,000)	
Debt Service	<u>(626,823)</u>	(1,076,823)
Plus Non-Operating Revenues:		
Passenger Facility Charges	1,708,500	
Customer Facility Charges	<u>1,300,000</u>	3,008,500
Plus Capital Contributions:		
Federal Grants - AIP Entitlements	2,769,447	
Federal Grants - AIP Discretionary Funds	<u>25,619,709</u>	28,389,156

Cash Balance (cont'd)

Less Capital Costs:

Capital Improvements	(47,545,425)	
Equipment and Small Capital Outlay Fund	(150,000)	
Renewal and Replacements	(649,187)	
Carryover Projects From FY2016	<u>(5,651,295)</u>	(53,995,907)
Estimated Cash & Investment Balance at June 30, 2017		<u>(2,635,069)</u>
Estimated Restricted Cash at June 30, 2017		4,500,000
<u>Reserves:</u>		
Operations & Maintenance Reserve (6 Months)		4,290,100
Emergency Repair Reserve		650,000
Estimated Unrestricted Undesignated Cash & Investments at June 30, 2017		<u>(\$12,075,169)*</u>

*Deficit cash balance is a result of projected expenditures for parking garage in the amount of \$18,172,425. At this time, staff has not confirmed funding sources for this project, but anticipate bond funding as well as funding from rental car companies that will be using a portion of the garage. Once funding source(s) are determined, the estimated cash balance at June 30, 2017 will be revised to reflect a positive balance.

Supplemental Fees

Proposed FY 2016/2017 Fees

	FY 2015/2016 Current Fees		FY 2016/2017 Proposed Fees	
	Cost	Per	Cost	Per
<u>Maintenance</u>				
Scissor Lift	\$ 100.00	day	\$ 100.00	day
Large ADA Ramp Rental	\$ 100.00	use	\$ 100.00	use
Air Stair Rental	\$ 100.00	use	\$ 100.00	use
Volvo Wheel Loader	\$ 150.00	use	\$ 150.00	use
Fork-lift	\$ 100.00	use	\$ 100.00	use
Pallet Jack	\$ 50.00	use	\$ 50.00	use
Tenant Sweeper	\$ 125.00	hour	\$ 125.00	hour
Service Truck	\$ 50.00	hour	\$ 50.00	hour
Backhoe	\$ 100.00	hour	\$ 100.00	hour
Lighted X	\$ 200.00	day	\$ 200.00	day
Light Tower	\$ 150.00	day	\$ 150.00	day
Paint Stripper	\$ 100.00	hour	\$ 100.00	hour
Large Aircraft Removal Dolly	\$ 200.00	day	\$ 200.00	day
Small Aircraft Removal Dolly	\$ 100.00	day	\$ 100.00	day
Aircraft Jack	\$ 100.00	use	\$ 100.00	use
Cores	\$ 40.00	each	\$ 40.00	each
Keys	\$ 12.00	each	\$ 12.00	each
Large Dump Truck	\$ 200.00	hour	\$ 200.00	hour
Small Broom	\$ 200.00	hour	\$ 200.00	hour
Large Broom	\$ 300.00	hour	\$ 300.00	hour
Pressure Washer	\$ 125.00	hour	\$ 125.00	hour
Maintenance Labor Rate (1)	\$ 45.00	hour	\$ 45.00	hour
Security Escort Rate (1)	\$ 45.00	hour	\$ 45.00	hour

Proposed FY 2016/2017 Fees (cont'd)

	FY 2015/2016 Current Fees		FY 2016/2017 Proposed Fees	
	Cost	Per	Cost	Per
<u>Department of Public Safety</u>				
ARFF Apparatus for 1500 gal. or greater	\$ 250.00	hour	\$ 250.00	hour
ARFF Apparatus for less than 1500 gal.	\$ 150.00	hour	\$ 150.00	hour
Command, Police, and Ops support vehicles	\$ 100.00	hour	\$ 100.00	hour
Aircraft recover dolly	\$ 150.00	day	\$ 150.00	day
Maintenance Labor Rate (1)	\$ 45.00	hour	\$ 45.00	hour
Mutual Aid Agencies collected on their behalf		as incurred		as incurred
Replacement charges for AVL equipment/supplies		as incurred		as incurred
<u>Information Technology (IT) Department</u>				
IT Labor Rate - Non-Network (1)	\$ 40.00	hour	\$ 40.00	hour
IT Labor Rate - Network Related (1)	\$ 60.00	hour	\$ 60.00	hour
Cable Television (CATV) Signal Transport Fee	\$ 10.00	month	\$ 10.00	month
Cable Television-150+ Channels (2 & 3)	\$ 45.00	month	\$ 45.00	month
Dark Fiber per strand per 0-1000 ft	\$ 20.00	month	\$ 20.00	month
Dark Fiber per strand per 0-2000 ft	\$ 22.00	month	\$ 22.00	month
Dark Fiber per strand per 0-3000 ft	\$ 24.00	month	\$ 24.00	month
Wi-Fi & SSID (required for Wi-Fi Access) (2)	\$ 70.00	month	\$ 70.00	month
Internet Bandwidth-Not Dedicated (2 MB) (2)	\$ 50.00	month	\$ 50.00	month
Internet Bandwidth-Not Dedicated (5 MB) (2)	\$ 70.00	month	\$ 70.00	month
Internet Bandwidth-Not Dedicated (10 MB) (2)	\$ 125.00	month	\$ 125.00	month

Notes:

- (1) One Hour Minimum, Minimum of 3 hours charged after regular business hours.
- (2) Add \$120 for 2 hours of IT Labor for Setup & Configuration. Fees may be reduced when bundled with other services.
- (3) Add additional upgrades at cost.

Proposed FY 2016/2017 Fees (cont'd)

Identification Badge Fees and Charges	FY 2015/2016		FY 2016/2017	
	Current Fees		Proposed Fees	
	Cost	Per	Cost	Per
Initial Badge Issuance				
SIDA Badge	\$ 70.00		\$ 70.00	
Non-SIDA Badge	\$ 37.00		\$ 37.00	
Renewal of Badge				
SIDA Badge	\$ 37.00		\$ 37.00	
Non-SIDA Badge	\$ 37.00		\$ 37.00	
Lost Badge Replacement				
SIDA Badge (4)	\$ 85.00 / \$ 100.00		\$ 85.00 / \$ 100.00	
Non-SIDA Badge (5)	\$ 60.00 / \$ 75.00		\$ 60.00 / \$ 75.00	
Damaged Badge				
SIDA Badge (6)	\$ 37.00/\$45.00	-	\$ 37.00/\$45.00	
Non-SIDA Badge (6)	\$ 37.00/\$45.00	-	\$ 37.00/\$45.00	
Security Escort Training	\$ 25.00		\$ 25.00	
Lock-out Service (7)	\$ 25.00		\$ 25.00	

Notes:

- (4) \$85.00 for the first replacement badge, \$100.00 for the second replacement badge.
- (5) \$60.00 for the first replacement badge, \$75.00 for the second replacement badge.
- (6) \$37.00 for a damaged badge, \$45.00 if badge damaged due to negligence.
- (7) \$25.00 Lock-out Service Charge applies after the first 2 free service calls.

Proposed FY 2016/2017 Fees (cont'd)

	FY 2015/2016 Current Fees		FY 2016/2017 Proposed Fees	
	Cost	Per	Cost	Per
Identification Badge Fees and Charges				
Parking				
Long term	\$ 1.50	0 - 1 hour	\$ 1.50	0 - 1 hour
	\$ 1.50	each add'l hour	\$ 1.50	each add'l hour
	\$ 8.00	day	\$ 8.00	day
	\$ 48.00	week	\$ 48.00	week
Short term	\$ 1.00	1/2 hour	\$ 1.00	1/2 hour
	\$ 12.50	day	\$ 12.50	day
Employee Parking Rate	\$ 60 / \$50	new/renewal	\$ 60 / \$50	new/renewal
Commuter Parking Rate	\$ 290 / \$275	new/renewal	\$ 290 / \$275	new/renewal
Fines	up to \$1,000	day	up to \$1,000	day
Ground Transportation				
Airport Ground Transportation Permit (8)	\$ 300	annual	\$ 300	annual
Ground Transportation Permit – Large Fleet (9)	7,500	annual	7,500	annual
Off-Airport Rental Car Fee	7.50%	of gross revenue	7.50%	of gross revenue

Notes:

- (8) Flat fee of \$4,000 for companies with a vehicle fleet inclusive of a minimum of 5 charter coach vehicles with seating capacity greater than 20 seats
- (9) Flat fee of \$7,500 for companies with a vehicle fleet inclusive of a minimum of 25 vehicles with a seating capacity of 15 seats or less

QUESTIONS?

February 12, 2016

BUDGET MESSAGE

To: Members of the Greater Asheville Regional Airport Authority

From: Lew S. Bleiweis, A.A.E., Executive Director

The attached budget for the fiscal year ending June 30, 2017 has been prepared with special consideration given to the safeguarding of the Greater Asheville Regional Airport Authority's assets and the reliability of the Authority's financial records, while maintaining the flexibility to allow the airport staff the tools to provide outstanding service to our passengers and tenants and the general public.

We are custodians of public funds and public funds should not be convenient to spend. With this in mind, every employee will follow the requirements of the Authority's Policies and Procedures and the approved budget when purchasing goods and services.

The intended goals of the operations set forth in the attached budget are to continue the excellent safety record at the Asheville Regional Airport and to provide the best facilities possible to enhance the growth of the Airport and to thereby benefit the entire community served by the Airport.

The following narrative contains brief explanations and insights related to the preparation of this budget:

ASSUMPTIONS

Operating revenues are budgeted to increase 7.4% from the prior year's budget. Passenger enplanements are projected to increase 7.2% from 375,000 budgeted for FY2015/2016 to 402,000 budgeted for FY2016/2017.

Airline revenue is projected to increase with the budgeted increase in enplanements and use of the new rates and charges model. However, our estimates are conservative as we anticipate some refunding of landing fees to the airlines after the annual true-up calculations at year-end.

Building lease revenue is expected to increase with new leases with Smartrac and Allegiant.

Budgeted operating expenses are expected to increase 4.6%. A salary adjustment pool of 3.5% is budgeted.

OPERATING REVENUE

Investment Income:

Interest rates are assumed to increase slightly in FY2016/2017.

Space Rent-Non Airline:

All line items listed are at the lease rates in effect for the new fiscal year.

Space Rent-Airline:

Airline space rentals are estimated to remain at levels similar to the previous fiscal year.

Concessions:

Advertising revenues are budgeted to increase as a result of advertising being brought in-house. Also, the budget assumes that the Authority will receive income in accordance with the MAG provided in the food and gift agreement with Paradies, plus an estimated percentage of food and gift sales based on actual experience. The other line items are based on current agreements and/or historical averages.

Auto Parking:

Public Parking is budgeted to remain at levels similar to the previous fiscal year.

Rental Car-Car Rentals:

Rental car minimum annual guarantees (MAGs) are based on the current agreements with the MAGs being based on the greater of the year three guarantee amounts or 90% of the prior year's Percentage Fee.

Rental Car-Facility Rent:

Budget estimates are based on the current rental car agreements. The current contracts provide that these facility rents be increased annually by the greater of the CPI or 3.5%. The Common Area Maintenance (CAM) fees are based on those included in the Operations Department budget.

Commercial Ground Transportation:

The revenues from Ground Transportation Fees, Employee Parking, and Commuter Parking are based on Staff estimates.

Landing Fees:

Landing Fees are estimated based on landed weights projected by the airlines. Landing Fees are charged based on 1,000 pounds of airlines gross landed weight.

FBOs:

The FBO fees are based on the current agreements with Landmark.

Building Leases:

All estimates are backed by current leases in place.

Land Leases:

All estimates are backed by current leases in force.

Other Leases/Fees:

LEO Services are based on actual hours and the \$20 hourly rate currently contracted with TSA. Airline Security Fees are budgeted to increase with the budgeted increase in LEO personnel costs. Telecommunication Fees are based on estimated tenant usage of Authority provided phone, data and cable service. Other items are estimates based on historical data.

OPERATING EXPENSES**Personnel Services:**

Payroll costs are based on current salaries for all employees, plus estimated longevity bonuses. A salary adjustment pool of 3.5% is budgeted for FY2016/2017. Overtime is estimated by Department Directors based on historical amounts. Benefits are estimated for each benefit type to better manage benefit costs. Total benefits are approximately 46% of payroll.

Professional Services:

Professional Services are estimated by Staff based on known events and historical data.

Contractual Services:

Contractual Services includes the cost of the parking management, maintenance agreements, uniform cleaning services, and other contractual services. Budgeted amounts are estimated based on agreements and/or historical data.

Travel and Training:

The estimate for employee training and various educational conferences has been prepared by each Department Director using known facts and historical information.

Communications and Freight:

Telecommunications and Postage expense are estimated by Staff using known facts and historical information.

Rents and Leases:

The estimate for rents and leases is based on current copier and postage machine lease agreements.

Insurance:

Overall costs of business insurance premiums are expected to increase slightly over current year costs.

Utility Services:

Utility Services are estimated based on the latest historical data.

Repairs and Maintenance:

This line item, the timing and amount of which is always difficult to predict, has been estimated by the Director of Operations and other department heads to account for repairs and maintenance anticipated for FY2016/2017.

Printing and Binding:

This estimate is based on known needs and historical data.

Promotional Activities:

These activities represent media advertising, community sponsorships, and tenant and employee events, and are based on planned activities for FY2016/2017.

Other Current Charges and Obligation:

This estimate includes credit card and bank fees, in-house advertising expenses, legal notices and advertising, and Board meeting expenses. It is estimated based on historical data.

Operating Supplies:

This estimate is prepared by each Department Director based on known events and historical data.

Books, Publications, Subscriptions, Memberships:

This estimate is prepared by each Department Director using historical data and known events and facts.

EMERGENCY REPAIR

This is an estimate to cover any unplanned, emergency repairs. The amount is based on historical costs.

CONTINGENCY

This is an estimate to cover any unknown expense. The amount is determined by the Executive Director.

CAPITAL BUDGET

The Capital Budget items were generated by the Department Directors and include those capital improvement projects in the approved five year capital improvement plan for FY2016/2017. Explanations and justifications for new capital projects are included on the Capital Budget Request sheets.

To be conservative, the FY2016/2017 Capital Budget includes the full \$29,248,000 estimated cost for the Airfield Redevelopment-Bid Package 4. However, staff expects little of this work to be accomplished in FY2016/2017.

Any capital improvement project will be subject to final approval by the Board prior to project initiation, in accordance with the Authority's Policies and Procedures.

DEBT SERVICE

Debt Service represents payments required by our bond agreement for the Rental Car Maintenance and Storage Facility.

BUSINESS DEVELOPMENT

Business Development represents costs to provide incentives for advertising, waiver of fees, etc. to airlines for new air service.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
2016-2017
BUDGET ORDINANCE**

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that, pursuant to Section 159-13 of the General Statutes of North Carolina, the 2016-2017 Budget Ordinance of the Airport Authority is hereby set forth as follows:

Section 1. The following amounts are hereby appropriated for the operation of the Greater Asheville Regional Airport Authority for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in accordance with the following schedules:

EXPENDITURES

Administration Department	\$ 695,209
Development Department	429,985
Executive Department	609,463
Finance Department	437,301
Guest Services Department	207,850
Information Technology Department	819,247
Marketing Department	526,877
Operations Department	3,348,452
Public Safety Department	1,430,815
Emergency Repair Costs	75,000
Reimbursable Costs	214,000
Carry-over Capital Expenditures from Prior Year	5,651,295
Capital Improvement	47,545,425
Equipment and Small Capital Outlay	150,000
Renewal and Replacement	649,187
Business Development	300,000
Debt Service	626,823
Contingency	150,000
Total Expenditures	<u><u>\$63,866,929</u></u>

Section 2. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

REVENUES

Administration (Interest Income)	\$ 30,000
Terminal	4,588,257
Airfield	898,950
General Aviation	1,018,890
Parking Lot	2,869,850
Other	214,257
Reimbursable Costs	214,000
Passenger Facility Charges	1,708,500
Customer Facility Charges	1,300,000
Federal Grants – AIP Entitlements	2,769,447
Federal Grants – AIP Discretionary Funds	25,619,709
NC Department of Transportation Grants	0
Transfer to GARAA Cash/Investments	22,635,069
Total Revenues	<u><u>\$63,866,929</u></u>

Section 3. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He may transfer amounts between line item expenditures within a budget ordinance line item without limitation and without a report being required. These changes should not result in increased recurring obligations such as salaries.
- b. He may transfer amounts up to \$60,000 from contingency appropriations to other budget ordinance line items within the same fund. He must make an official report on such transfers at the next regular meeting of the board.

Section 4. This Budget Ordinance shall be entered in the minutes of the Greater Asheville Regional Airport Authority and within five (5) days after its adoption copies shall be filed with the Finance Officer, the Budget Officer and the Clerk to the Board of the Greater Asheville Regional Airport Authority as described in G.S. 159-13.

Section 5. This ordinance shall become effective on July 1, 2016.

Adopted this 24th day of March, 2016.

Robert C. Roberts, Chair

Attested by:

Ellen Heywood, Clerk to the Board

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
OPERATING SUMMARY
FY 2016/2017 BUDGET**

	Budget Amounts			Percent Change
	FY2015/2016	FY2016/2017	Difference	
<u>Revenues</u>				
Operating Revenues	\$ 8,931,462	\$ 9,590,204	\$ 658,742	7.4%
Investment Income	22,000	30,000	8,000	36.4%
Total Operating & Investment Revenues	8,953,462	9,620,204	666,742	7.4%
<u>Expenses</u>				
Operating Expenses	8,203,907	8,580,199	376,292	4.6%
Total Operating Expenses	8,203,907	8,580,199	376,292	4.6%
Net Operating & Investment Income	\$ 749,555	\$ 1,040,005	\$ 290,450	38.7%

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
REVENUE BUDGET ANALYSIS FOR FISCAL YEAR 2016-2017**

	Historical, Actual Revenue			FY 2015-2016			Proposed Budget Fiscal Year 2016-2017	Difference Est FY15-16 To Budget FY16-17	Difference Bud FY15-16 To Budget FY16-17
	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Fiscal Year 2015-2016 Budget	11/30/15 FYTD Actual Revenue	5 Projection for Full Fiscal Year			
Revenue Sources									
Investment Income									
Interest Income	\$ 32,193	\$ 23,493	\$ 22,959	\$ 22,000	\$ 13,175	\$ 31,620	\$ 30,000	(1,620)	8,000
Total Investment Income	32,193	23,493	22,959	22,000	13,175	31,620	30,000	(1,620)	8,000
Terminal Space Rentals - Non-Airline									
FAA Tower Rent	122,292	125,947	140,622	125,551	54,452	130,685	132,000	1,315	6,449
TSA Space	87,404	87,404	87,404	91,921	36,418	91,921	83,000	(8,921)	(8,921)
Federal Express	60	60	60	60	25	60	60	-	-
Total Terminal Space Rentals - Non-Airline	209,756	213,411	228,086	217,533	90,895	222,666	215,060	(7,606)	(2,473)
Terminal Space Rentals - Airline									
Facility/Services/Hold Room Charges	738,128	821,033	947,438	870,000	-	-	-	-	(870,000)
Terminal Rental - Departures	-	-	-	-	172,979	349,453	371,297	21,845	371,297
Terminal Rental - Enplanements	-	-	-	-	341,330	689,556	743,700	54,144	743,700
Loading Bridge Fees (includes FGP & PC Air)	62,344	38,924	32,234	30,000	443	443	-	(443)	(30,000)
Apron Fees	198,211	157,334	135,159	130,000	1,843	1,843	-	(1,843)	(130,000)
US Airways (Counter/Office/Queue)	87,745	89,450	91,496	93,000	41,584	99,803	99,803	-	6,803
Delta Air Lines (Counter/Office/Queue)	93,976	95,802	97,994	99,000	44,538	106,891	106,891	0	7,891
United/SkyWest/Continental (Counter/Office/Queue)	73,261	47,736	48,828	49,000	22,192	53,261	53,261	-	4,261
Allegiant (Counter/Office/Queue)	4,825	13,952	18,162	21,706	14,220	34,128	34,128	-	12,422
Worldwide (Office)	-	-	3,430	5,146	2,339	5,613	5,613	(0)	467
Common Use (Counter/Queue)	-	-	-	-	31,457	63,550	55,158	(8,392)	55,158
Turn Fees-Non-Scheduled Airlines	16,195	9,568	-	-	-	-	-	-	-
Total Terminal Space Rentals - Airline	1,274,685	1,273,799	1,374,741	1,297,852	672,925	1,404,540	1,469,851	65,312	171,999
Concessions									
Food & Beverage, Gift, Info	99,105	126,766	161,094	125,000	72,071	145,598	150,000	4,402	25,000
Advertising	110,646	119,248	236,685	200,000	116,290	279,096	242,400	(36,696)	42,400
Brochure Sales	27,455	25,360	24,558	26,500	9,772	23,453	26,500	3,047	-
Guest Services	2,763	3,022	2,801	1,100	1,367	3,281	1,100	(2,181)	-
Art in the Airport	134	236	4,735	-	(2,935)	1,000	1,000	-	1,000
Sanitary Machines	49	67	77	80	43	103	80	(23)	-
ATM	1,362	1,167	940	1,100	466	1,118	1,100	(18)	-
Total Concessions	241,514	275,866	430,890	353,780	197,074	453,649	422,180	(31,469)	68,400
Auto Parking									
Public Parking	2,486,102	2,802,404	3,092,071	2,800,000	1,387,362	2,801,501	2,800,000	(1,501)	-
Commuter Parking	18,162	18,725	19,537	20,000	5,676	21,000	20,000	(1,000)	-
Total Auto Parking	2,504,264	2,821,129	3,111,608	2,820,000	1,393,038	2,822,501	2,820,000	(2,501)	-
Rental Car									
Rental Car - Car Rentals									
All Companies % (Signatory)	-	-	-	-	-	-	-	-	-
Avis MAG	258,333	245,250	244,000	244,000	101,667	244,001	244,000	(1)	-
Hertz MAG	463,942	426,108	422,500	422,500	176,042	422,501	422,500	(1)	-
Enterprise MAG	267,446	252,301	250,538	256,256	104,391	252,300	250,538	(1,762)	(5,718)

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
REVENUE BUDGET ANALYSIS FOR FISCAL YEAR 2016-2017

Revenue Sources	Historical, Actual Revenue			FY 2015-2016			Proposed Budget Fiscal Year 2016-2017	Difference Est FY15-16 To Budget FY16-17	Difference Bud FY15-16 To Budget FY16-17
	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Fiscal Year 2015-2016 Budget	11/30/15 FYTD Actual Revenue	5 Projection for Full Fiscal Year			
Budget MAG	170,501	161,918	161,100	161,100	67,125	161,100	161,100	-	-
National/Alamo MAG	260,649	247,534	246,284	256,359	144,943	362,678	373,260	10,582	116,901
Avis %	-	-	-	-	-	-	-	-	-
Hertz %	-	-	-	-	-	-	-	-	-
Enterprise %	15,942	32,122	8,530	-	-	-	-	-	-
Budget %	-	20,901	11,246	-	-	-	-	-	-
National/Alamo %	-	16,620	141,898	-	-	-	-	-	-
Off Airport % - Thrifty	16,392	16,510	17,073	20,000	7,011	16,826	17,000	174	(3,000)
Off Airport % - U Save	-	-	-	-	-	-	-	-	-
Off Airport % - Dollar	4,348	10,632	11,009	15,000	3,799	9,118	10,000	882	(5,000)
Subtotal Car Rentals	1,457,553	1,429,896	1,514,178	1,375,215	604,978	1,468,524	1,478,398	9,874	103,183
Rental Car - Facility Rent									
Avis (Counter & Office)	32,316	33,533	33,628	35,821	14,571	34,970	36,440	1,470	619
Hertz (Counter & Office)	37,019	38,658	38,767	41,295	16,798	40,315	42,009	1,694	714
Enterprise (Counter & Office)	28,844	30,079	30,164	32,131	13,071	31,370	32,687	1,317	556
Vanguard/National/Alamo (Counter & Office)	37,105	38,769	38,879	41,413	16,847	40,433	42,130	1,697	716
Budget (Counter & Office)	34,164	35,761	35,862	38,211	15,390	36,936	38,861	1,925	650
Avis (Ready/Return)	7,821	7,625	7,530	8,021	3,181	7,634	7,650	16	(372)
Hertz (Ready/Return)	12,580	13,377	13,649	14,538	5,667	13,601	13,260	(341)	(1,278)
Enterprise (Ready/Return)	11,681	11,966	11,766	12,533	4,769	11,446	10,710	(736)	(1,823)
Vanguard/National/Alamo (Ready/Return)	9,635	10,209	10,354	11,029	5,146	12,350	15,301	2,951	4,272
Budget (Ready/Return)	6,802	7,040	7,060	7,520	3,030	7,272	7,650	378	130
Avis (Service Facility)	35,313	35,144	34,944	37,223	14,582	34,997	34,396	(601)	(2,827)
Hertz (Service Facility)	59,980	63,394	64,270	68,460	26,513	63,631	61,370	(2,261)	(7,090)
Enterprise (Service Facility)	55,368	57,071	56,236	59,902	22,614	54,274	50,073	(4,201)	(9,830)
Budget (Service Facility)	26,695	27,347	27,723	29,531	12,319	29,566	31,779	2,213	2,248
Vanguard/National/Alamo (Service Facility)	46,349	48,579	49,015	52,211	24,612	59,069	74,001	14,932	21,790
Avis CAM fee	13,757	11,952	9,343	-	3,570	8,568	-	(8,568)	-
Hertz CAM fee	15,353	17,345	17,122	-	6,371	15,290	-	(15,290)	-
Enterprise CAM fee	14,068	15,411	14,798	-	5,460	13,104	-	(13,104)	-
Vanguard/National/Alamo CAM fee	17,263	13,452	13,865	-	6,282	15,077	-	(15,077)	-
Budget CAM fee	6,995	8,401	10,034	-	4,325	10,380	-	(10,380)	-
Common Area Maintenance (Service Facility)	-	-	-	59,453	-	-	44,498	44,498	(14,955)
Subtotal Facility Rent	509,108	525,113	525,009	549,291	225,118	540,283	542,814	2,531	(6,477)
Total Rental Car	1,966,661	1,955,009	2,039,187	1,924,506	830,096	2,008,807	2,021,212	12,405	96,706
Commercial Ground Transportation									
Employee Parking	18,266	14,826	17,854	11,100	3,113	13,900	17,850	3,950	6,750
Ground Transportation Fees	24,389	31,800	32,075	30,000	16,325	23,000	32,000	9,000	2,000
Total Commercial Ground Transportation	42,655	46,626	49,929	41,100	19,438	36,900	49,850	12,950	8,750
Landing Fees									
Delta Air Lines	265,940	279,278	235,804	187,379	116,587	235,529	263,500	27,971	76,121
Air Tran	-	-	-	-	-	-	-	-	-
US Airways	210,521	230,793	181,589	158,519	86,423	174,592	-	(174,592)	(158,519)
SkyWest / United	70,668	69,175	61,793	59,968	40,666	82,154	71,300	(10,854)	11,332
Allegiant	20,793	51,807	106,983	129,238	90,978	183,794	178,250	(5,544)	49,012

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
REVENUE BUDGET ANALYSIS FOR FISCAL YEAR 2016-2017

	Historical, Actual Revenue			FY 2015-2016			Proposed Budget Fiscal Year 2016-2017	Difference Est FY15-16 To Budget FY16-17	Difference Bud FY15-16 To Budget FY16-17
	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Fiscal Year 2015-2016 Budget	11/30/15 FYTD Actual Revenue	5 Projection for Full Fiscal Year			
Revenue Sources									
American	-	-	-	-	-	-	240,250	240,250	240,250
Total Scheduled Carriers	-	-	-	-	-	-	-	-	-
Charter Fees	5,087	1,863	-	1,500	-	-	1,500	1,500	-
Total Landing Fees	573,009	632,916	586,169	536,603	334,654	676,069	754,800	78,731	218,197
FBOs									
Percentage Fee	18,242	19,122	30,569	20,000	12,019	28,846	30,000	1,154	10,000
T-Hangar	80,096	81,375	82,024	83,090	34,532	83,229	83,505	277	415
Bulk Hangar #1	112,342	114,137	115,046	116,542	48,434	116,736	117,125	388	583
Bulk Hangar #2	211,806	215,190	216,905	219,725	91,317	220,091	220,823	732	1,098
Land Rent	456,396	455,780	459,418	465,399	198,153	466,174	467,724	1,550	2,325
Apron Rent	-	-	-	-	-	-	-	-	-
Option Parcel Fee	8,712	8,712	8,712	8,712	3,630	8,712	8,712	-	-
Fuel Flowage Fee	64,092	66,579	56,286	74,000	33,745	80,988	80,000	(988)	6,000
Subtotal FBOs	951,686	960,895	968,960	987,468	421,830	1,004,776	1,007,890	3,114	20,422
Belle Aircraft Maintenance									
Percentage Fee	9,256	8,789	11,141	10,000	5,414	12,994	11,000	(1,994)	1,000
Total FBOs/SASOs	960,942	969,684	980,101	997,468	427,244	1,017,770	1,018,890	1,120	21,422
Building Leases									
Rental Houses	13,510	21,001	20,745	21,500	8,850	21,290	21,325	36	(175)
Advantage West	81,075	81,936	42,513	27,911	-	-	-	-	(27,911)
SmarTrac	-	-	-	-	-	46,929	81,858	34,929	81,858
Lacy Griffin Building (WNC Aviation)	23,063	23,324	20,844	19,441	8,100	19,440	19,441	1	0
Cargo Building (Allegiant)	-	-	-	-	-	27,394	29,885	2,490	29,885
Cargo Building (US Airways)	12,948	13,086	13,341	3,000	-	-	-	-	(3,000)
Total Building Leases	130,596	139,347	97,443	71,852	16,950	115,053	152,509	37,456	80,657
Land Leases									
Pasture Rent & Misc Land Leases	600	600	1,000	600	250	600	600	-	-
Lamar (Billboard)	3,225	3,325	3,400	3,500	1,517	3,500	3,500	-	-
Optional Parcel Fee - Gravel Lot	9,000	-	-	12,000	-	-	-	-	(12,000)
US Forest Service - Tanker	10,294	10,428	10,545	10,592	4,414	10,594	10,592	(2)	-
Waddell/Triangle Stop	-	11,804	32,779	32,779	13,658	32,779.20	32,779	(0)	(0)
Golf Center	10,928	11,071	11,246	11,277	1,879	4,510	11,277	6,767	-
Total Land Leases	34,047	37,228	58,970	70,748	21,718	51,983	58,748	6,765	(12,000)
Other Leases/Fees									
LEO Services (TSA)	121,809	116,800	116,800	116,800	48,960	116,800	116,800	-	-
Shared Terminal Services - Airlines on AirIT	15,861	16,935	30,089	45,289	3,332	3,332	-	(3,332)	(45,289)
Security Fee (Airlines)	222,368	267,212	313,326	260,000	184,530	379,788	329,640	(50,148)	69,640
Security Fee (Rental Car)	65,541	67,756	67,989	67,000	30,156	72,374	73,493	1,119	6,493
Security Fee (ID Media)	20,155	23,442	20,700	27,350	11,462	27,509	27,350	(159)	-
Telecommunication Fees (Voice/Data)	42,630	50,000	51,692	50,582	19,634	47,122	50,821	3,699	239
Sale of Assets	-	-	-	-	201	482	-	(482)	-
Misc	4,568	4,604	269,741	3,000	26,950	3,000	3,000	-	-
Tenant Services/Assessment Fees	11,034	13,136	33,615	6,000	8,559	8,000	6,000	(2,000)	-

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
REVENUE BUDGET ANALYSIS FOR FISCAL YEAR 2016-2017

	Historical, Actual Revenue			FY 2015-2016			Proposed Budget Fiscal Year 2016-2017	Difference Est FY15-16 To Budget FY16-17	Difference Bud FY15-16 To Budget FY16-17
	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Fiscal Year 2015-2016 Budget	11/30/15 FYTD Actual Revenue	5 Projection for Full Fiscal Year			
Revenue Sources									
Annual Event Fees/Sponsorships	27,107	23,420	-	24,000	-	-	-	-	(24,000)
Total Other Leases	531,073	583,305	903,952	600,021	333,784	658,407	607,104	(51,303)	7,083
Total Revenue	\$ 8,501,395	\$ 8,971,813	\$ 9,884,035	\$ 8,953,462	\$ 4,350,991	\$ 9,499,964	\$ 9,620,204	\$ 120,240	\$ 666,742

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
EXPENSE BUDGET ANALYSIS FOR FISCAL YEAR 2016-2017**

Expenses	Historical, Actual Expenses			FY 2015-2016			Proposed Budget Fiscal Year 2016-2017	Difference Est FY15-16 To Budget FY16-17	Difference Bud FY15-16 To Budget FY16-17
	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Fiscal Year 2015-2016 Budget	11/30/15 FYTD Actual Expenses	Projection for Full Fiscal Year			
PERSONNEL SERVICES									
Regular Salaries	\$ 2,643,096	\$ 2,690,022	\$ 2,840,711	\$ 3,229,959	\$ 1,245,631	\$ 3,113,411	\$ 3,275,215	\$ 161,804	\$ 45,256
Overtime	47,859	53,956	68,865	91,072	52,879	118,278	92,772	(25,506)	1,700
Salary Adjustment/Bonus Pool (a)	-	-	-	34,526	-	-	156,448	156,448	121,922
LEO Special Separation Allowance	20,468	25,141	24,118	24,118	10,049	24,117	37,780	13,663	13,662
Longevity	36,430	39,695	45,635	52,380	20,178	51,740	53,897	2,157	1,517
Unemployment Claims	9,151	17,818	5,340	14,000	1,603	7,000	14,000	7,000	-
Retiree Health	33,130	31,583	33,595	23,575	14,442	33,837	24,360	(9,477)	785
Benefits	1,085,651	1,161,789	1,191,925	1,483,468	510,957	1,245,750	1,500,509	254,759	17,041
Total Personnel Services	3,875,785	4,020,004	4,210,189	4,953,098	1,855,739	4,594,133	5,154,981	560,848	201,883
OPERATING EXPENSES									
Professional Services									
Professional Services - General	56,922	80,159	95,561	130,600	91,939	140,638	127,400	(13,238)	(3,200)
Professional Services - Legal	66,082	72,708	65,598	56,190	18,162	50,000	50,000	-	(6,190)
Artwork and Creative Production	9,337	17,781	17,076	24,281	12,403	26,781	21,000	(5,781)	(3,281)
Surveys, Reports & Data	31,031	34,885	21,200	32,300	16,212	32,300	19,000	(13,300)	(13,300)
Physicals & Drug Screens	1,702	995	2,835	9,400	1,317	9,000	8,000	(1,000)	(1,400)
Engineering and Architectural	-	-	-	-	-	-	-	-	-
Website Maintenance	2,200	3,100	-	3,400	-	3,400	1,300	(2,100)	(2,100)
Auditors	12,400	12,550	14,600	15,000	7,000	15,000	40,000	25,000	25,000
Temporary Help	74,854	91,746	142,937	85,000	37,882	93,147	90,000	(3,147)	5,000
Relocation Expense	-	-	-	-	-	-	-	-	-
Total Professional Services	254,528	313,924	359,807	356,171	184,915	370,266	356,700	(13,566)	529
Contractual Services									
Computer Technical Support	22,884	19,860	24,043	24,400	156	24,000	18,600	(5,400)	(5,800)
Landscaping	9,600	9,420	9,420	9,420	3,925	9,420	9,420	-	-
Parking Management Contract	351,964	372,970	357,459	400,720	169,839	400,720	412,741	12,021	12,021
Parking Management Shuttle	-	-	-	125,000	-	125,000	150,000	-	-
Other Contractual Services	205,426	171,091	180,020	212,127	70,230	192,400	224,788	32,388	12,661
Elevator Maintenance Contract	35,417	4,223	3,316	2,280	-	2,280	2,280	-	-
Fire Alarm Systems Contract	14,314	14,305	14,314	15,500	11,567	15,500	15,500	-	-
Total Contractual Services	639,605	591,869	588,572	789,447	255,717	769,320	833,329	39,009	18,882
Travel and Training									
Travel & Per Diem	107,446	103,072	120,209	141,050	67,244	142,871	176,871	34,000	35,821
Training & Education	23,168	18,286	22,095	37,350	11,694	31,315	33,250	1,935	(4,100)
Total Travel and Training	130,614	121,358	142,304	178,400	78,938	174,186	210,121	35,935	31,721
Communications and Freight									
Postage	3,760	3,202	3,612	4,000	1,664	3,800	4,000	200	-
Express Mail Delivery	1,318	817	625	1,000	263	700	1,000	300	-
Telecommunications	61,842	62,823	74,903	64,698	36,626	89,805	71,270	(18,535)	6,572
Online Services	1,117	2,424	2,451	2,500	409	2,500	2,500	-	-
Total Communications and Freight	68,037	69,266	81,591	72,198	38,962	96,805	78,770	(18,035)	6,572
Rentals and Leases									
Rentals & Leases	13,592	11,663	11,567	11,900	4,659	11,587	11,900	313	-
Total Rentals and Leases	13,592	11,663	11,567	11,900	4,659	11,587	11,900	313	-

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
EXPENSE BUDGET ANALYSIS FOR FISCAL YEAR 2016-2017**

Expenses	Historical, Actual Expenses			FY 2015-2016			Proposed Budget Fiscal Year 2016-2017	Difference Est FY15-16 To Budget FY16-17	Difference Bud FY15-16 To Budget FY16-17
	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Fiscal Year 2015-2016 Budget	11/30/15 FYTD Actual Expenses	Projection for Full Fiscal Year			
Insurance									
Property & Casualty	41,334	44,010	44,127	44,000	20,018	40,000	48,000	8,000	4,000
General Liability	31,875	33,025	34,178	36,000	14,624	32,000	38,000	6,000	2,000
Auto Liability	18,848	19,362	20,967	23,000	7,548	20,000	22,000	2,000	(1,000)
Other Insurance & Bonds	34,240	34,185	36,444	45,500	15,999	40,000	48,500	8,500	3,000
Worker's Compensation Insurance	66,997	60,987	64,539	77,000	23,574	70,000	80,000	10,000	3,000
Total Insurance	193,294	191,569	200,255	225,500	81,763	202,000	236,500	34,500	11,000
Utility Services									
Electric Service	289,704	305,312	324,517	355,530	144,381	344,442	349,720	5,278	(5,810)
Gas Service	38,375	43,521	42,628	50,558	6,801	50,189	51,131	942	573
Water/Sewer Service	41,082	54,136	48,653	60,339	18,083	60,048	62,884	2,836	2,545
Total Utility Services	369,161	402,969	415,798	466,427	169,265	454,679	463,735	9,056	(2,692)
Repairs and Maintenance									
Other Repairs & Maintenance	19,364	13,750	27,713	15,550	6,728	14,700	17,950	3,250	2,400
Terminal, Buildings and Grounds	241,863	89,828	144,204	157,000	60,293	157,000	155,000	(2,000)	(2,000)
Vehicles and Heavy Equipment	64,390	55,639	66,730	68,451	18,058	68,000	69,500	1,500	1,049
Airport and Airfield Equipment	15,830	6,087	17,991	18,000	4,843	18,000	18,000	-	-
Total Repairs and Maintenance	341,447	165,304	256,638	259,001	89,922	257,700	260,450	2,750	1,449
Printing & Binding									
Printing & Binding	9,623	6,189	9,199	8,400	4,711	8,600	10,550	1,950	2,150
Banners	2,798	2,181	577	2,000	176	2,000	1,500	(500)	(500)
Total Printing & Binding	12,421	8,370	9,776	10,400	4,887	10,600	12,050	1,450	1,650
Promotional Activities									
Radio	9,362	18,654	14,019	12,000	6,042	12,000	12,000	-	-
Billboards	31,090	35,770	32,150	32,500	6,200	30,000	32,500	2,500	-
Print	32,225	18,861	15,683	15,100	5,390	15,100	15,100	-	-
TV	59,446	62,900	44,830	68,290	20,565	66,390	58,000	(8,390)	(10,290)
Telephone Book	1,011	900	298	300	-	-	-	-	(300)
Web Advertising	28,950	38,219	40,568	50,895	16,363	49,895	42,440	(7,455)	(8,455)
Air Service Development	590	507	369	750	94	500	20,000	19,500	19,250
Other Promotional Events/Sponsorships	14,778	21,903	13,638	17,500	4,790	15,500	12,100	(3,400)	(5,400)
Community Events/Exhibits/Sponsorships	53,623	42,077	23,089	68,200	10,183	44,200	38,500	(5,700)	(29,700)
Employee/Tenant Events	23,898	25,015	25,975	29,290	8,759	29,225	30,750	1,525	1,460
Wellness	4,269	4,486	8,297	4,500	1,337	4,500	4,500	-	-
Total Promotional Activities	259,242	269,292	218,916	299,325	79,723	267,310	265,890	(1,420)	(33,435)
Other Current Charges and Obligations									
Legal Notices & Advertising	1,351	3,942	4,247	4,500	2,307	4,500	4,500	-	-
Credit Card & Bank Fees	61,214	67,817	70,691	75,000	-	79,000	81,000	2,000	6,000
Other Current Charges & Obligations	5,941	6,280	6,137	7,000	1,705	6,500	7,500	1,000	500
In Terminal Advertising	-	9,305	9,300	8,400	838	8,400	9,225	825	825
Miscellaneous Expense	-	-	-	-	-	-	-	-	-
Total Other Current Charges and Obligations	68,506	87,344	90,375	94,900	4,850	98,400	102,225	3,825	7,325

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
EXPENSE BUDGET ANALYSIS FOR FISCAL YEAR 2016-2017**

Expenses	Historical, Actual Expenses			FY 2015-2016			Proposed Budget Fiscal Year 2016-2017	Difference Est FY15-16 To Budget FY16-17	Difference Bud FY15-16 To Budget FY16-17
	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Fiscal Year 2015-2016 Budget	11/30/15 FYTD Actual Expenses	Projection for Full Fiscal Year			
Operating Supplies									
Office Supplies	7,944	38,824	8,400	9,000	3,267	8,500	9,000	500	-
Vehicle Fuel	36,936	37,416	35,146	38,000	9,468	32,500	38,000	5,500	-
Shop Supplies	2,535	3,388	1,175	4,000	844	4,000	3,000	(1,000)	(1,000)
Other Operating Supplies	30,640	21,293	51,933	97,383	19,024	87,050	113,081	26,031	15,698
Art Program Supplies	810	1,063	782	2,500	568	1,100	1,000	(100)	(1,500)
Promotional Supplies	12,145	11,415	11,444	17,050	3,154	17,050	14,250	(2,800)	(2,800)
Holiday Decorations	741	7,282	4,616	500	447	500	5,000	4,500	4,500
Chemicals and Safety	4,300	41,696	39,957	75,100	1,760	74,500	77,600	3,100	2,500
Small Tools and Equipment	8,852	11,200	10,476	11,400	6,021	11,400	11,000	(400)	(400)
Custodial Supplies	12,765	19,158	18,629	18,000	10,674	18,000	19,000	1,000	1,000
Custodial Consumables	28,943	27,500	29,362	36,000	17,198	35,996	41,000	5,004	5,000
Operating Furniture, Fixtures, Equipment and Software	25,437	14,549	32,439	42,110	28,820	41,010	110,130	69,120	68,020
Uniforms	7,931	15,252	7,744	14,500	5,821	13,000	14,000	1,000	(500)
Firefighter Equipment	968	2,626	2,204	2,500	652	2,500	2,500	-	-
Total Operating Supplies	180,947	252,662	254,307	368,043	107,718	347,106	458,561	111,455	90,518
Books, Publications, Subscriptions & Memberships									
Books, Publications, Compact Disks, Videos & Subscriptions	3,920	2,458	2,715	6,775	1,487	6,414	6,475	61	(300)
Dues & Memberships	29,150	21,497	28,317	36,602	31,684	54,600	52,732	(1,868)	16,130
Licenses and Certification Fees	585	635	600	720	-	780	780	-	60
Total Books, Publications, Subscriptions & Mem.	33,655	24,590	31,632	44,097	33,171	61,794	59,987	(1,807)	15,890
Emergency Repair	81,892		14,348	75,000	4,527	75,000	75,000	-	-
TOTAL SERVICES & MATERIALS	2,646,941	2,510,180	2,675,886	3,250,809	1,139,017	3,196,753	3,425,218	203,465	149,409
TOTAL OPERATING EXPENSES, INCLUDING EMERGENCY REPAIR EXPENSE	\$ 6,522,726	\$ 6,530,184	\$ 6,886,075	\$ 8,203,907	\$ 2,994,756	\$ 7,790,886	\$ 8,580,199	\$ 764,313	\$ 351,292
								9.8%	4.3%

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Administrative
BASIC OPERATING BUDGET
FY 2016-2017

Fund		ARA						
Department		Admin						
Department #		11						
Cost Center		00						
Source		00						
Account Code						Description	Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount	
PERSONNEL SERVICES								
ARA	500000	11	00	00	Salaries	118,213	118,213	
ARA	500015	11	00	00	Salary Adjustment Pool	156,448	156,448	
ARA	500016	11	00	00	Longevity	1,664	1,664	
ARA	500018	11	00	00	Unemployment Claims	14,000	14,000	
ARA	500020	11	00	00	Overtime	-	-	
ARA	500165	11	00	00	Retiree Health	24,360	24,360	
Benefits:								
ARA	500017	11	00	00	Medical Reimbursements	-	56,784	
ARA	500050	11	00	00	FICA Taxes	10,886		
ARA	500070	11	00	00	LGERS retirement	8,109		
ARA	500080	11	00	00	401k	5,998		
ARA	500160	11	00	00	Medical & ACA Reinsurance Fees	29,167		
ARA	500260	11	00	00	Dental	1,270		
ARA	500360	11	00	00	Life Insurance	413		
ARA	500460	11	00	00	Disability	941		
TOTAL PERSONNEL SERVICES							371,469	
OPERATING EXPENSES								
Professional Services								
ARA	604000	11	00	00	Professional Services - General		6,400	
					HRA's for Employees	3,200		
					HRA's for Spouses	1,150		
					HRA's for New Hires	300		
					HRA Report	250		
					Infinisource - COBRA Administration	1,500		
ARA	604020	11	00	00	Physicals and Drug Screens		8,000	
					Physicals & Drug Screens	2,000		
					Fit for Duty Physicals	5,000		
					Medical Tests for Safety Program	1,000		
ARA	641000	11	00	00	Temporary Help		3,000	
					Internship Program	3,000		
Travel and Training								
ARA	650000	11	00	00	Travel, Per Diem, Conference Registration		10,400	
					ACI HR Conference	2,500		
					Risk Management or Benefit Conference	2,500		
					Applicant Travel	3,000		
					Local Travel	2,400		
ARA	651000	11	00	00	Training & Education		5,000	
					HR Training/HR Laws Update/HR Education	1,500		
					Tuition/Certification Pay reimbursement for employees	3,500		
Communications and Freight								
ARA	660000	11	00	00	Postage		4,000	
					Postage	4,000		
ARA	661000	11	00	00	Express Mail Delivery		1,000	
					Express mail	1,000		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Administrative
BASIC OPERATING BUDGET
FY 2016-2017

Fund		ARA							
Department		Admin							
Department #		11							
Cost Center		00							
Source		00							
Account Code				Description		Item	Summary		
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount		
Rentals and Leases									
ARA	664000	11	00	00	Rentals and Leases			400	
					Neopost postage machine rental	400			
Insurance									
ARA	670000	11	00	00	Property Insurance			48,000	
					Property insurance	48,000			
ARA	671000	11	00	00	General Liability			38,000	
					General liability insurance	38,000			
ARA	672000	11	00	00	Auto Liability			22,000	
					Auto liability insurance	22,000			
ARA	673000	11	00	00	Other Insurance and Bonds			48,500	
					Public officials insurance	28,000			
					Police professional liability insurance	19,000			
					Crime insurance	1,500			
ARA	674000	11	00	00	Worker's Compensation Insurance			80,000	
					Workers' compensation insurance	80,000			
Printing & Binding									
ARA	730000	11	00	00	Printing & Binding			300	
					Printing and Binding	300			
Promotional Activities									
ARA	740101	11	00	00	Community Events/Exhibits/Sponsorships			500	
					United Way campaign	500			
ARA	740115	11	00	00	Employee/Tenant Appreciation			23,000	
					Employee birthday coupons	1,000			
					Employee picnic	3,000			
					Employee flowers (funeral/hospital)	400			
					Employee service awards	1,600			
					Employee holiday checks/gift cards	13,500			
					Employee holiday lunches	2,500			
					Employee Retirement	1,000			
ARA	740119	11	00	00	Wellness			4,500	
					Wellness	4,500			
Other Current Charges and Obligations									
ARA	750000	11	00	00	Legal Notices & Placements			4,500	
					Employment advertising/Legal Notices	4,500			
Operating Supplies									
ARA	760000	11	00	00	Office Supplies			9,000	
					Office supplies	9,000			
ARA	770300	11	00	00	Operating Supplies			3,000	
					Administrative supplies	3,000			
ARA	771000	11	00	00	Operating Furniture, Fixtures, Equipment and Software			3,000	
					Greater than \$100 & up to \$5,000				
					HR furniture & equipment	3,000			
Books, Publications, Subscriptions and Memberships									
ARA	780100	11	00	00	Dues & Memberships			990	
					SHRM	375			
					WNCHR	195			
					NC PRIMA	50			
					IPMA-HR	150			
					PRIMA	220			
ARA	780500	11	00	00	Books, Publications, Compact Disks, Videos & Subscriptions			250	
					HR Books/Publications	250			
TOTAL OPERATING EXPENSES								323,740	
SECTION TOTAL								695,209	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

**Administrative
Fiscal Year 2016/2017
Variance Analysis**

Acct #	Description	FY2016 Budget				FY2016 Estimated Actual				FY2015 Actual			FY 2014
		FY 2017 Budget	FY 2016 Budget	Increase/Decrease		FY 2016 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	118,213	100,830	17,383	17.24%	33,924	101,772	16,441	16.15%	86,803	31,410	36.19%	90,425
500015	Salary Adjustment Pool	156,448	34,526	121,922	353.13%	0	0	156,448	100%	0	156,448	100%	0
500016	Longevity	1,664	1,531	133	8.69%	1,607	1,607	57	3.55%	1,531	133	8.69%	2,050
500018	Unemployment Claims	14,000	14,000	0	0.00%	0	7,000	7,000	100.00%	5,340	8,660	162.17%	17,818
500165	Retiree Health	24,360	23,575	785	3.33%	11,279	33,837	(9,477)	-28.01%	33,595	(9,235)	-27.49%	31,583
500017	Medical Reimbursements	0	100	(100)	-100.00%	0	0	0	100%	100	(100)	-100.00%	100
500050	FICA Taxes	10,886	7,864	3,022	38.43%	2,769	8,307	2,579	31.05%	7,068	3,818	54.02%	7,151
500070	LGERS retirement	8,109	6,601	1,508	22.85%	2,021	6,063	2,046	33.75%	5,573	2,536	45.51%	6,366
500080	401k	5,998	4,825	1,173	24.31%	1,500	4,500	1,498	33.29%	3,942	2,056	52.16%	4,502
500160	Medical & ACA Reinsurance Fees	29,167	15,351	13,816	90.00%	6,974	20,922	8,245	39.41%	12,566	16,601	132.11%	10,285
500260	Dental	1,270	490	780	159.18%	491	1,473	(203)	-13.78%	1,430	(160)	-11.19%	1,243
500360	Life Insurance	413	244	169	69.26%	82	246	167	67.89%	239	174	72.80%	270
500460	Disability	941	620	321	51.77%	181	543	398	73.30%	404	537	132.92%	513
	Total Benefits	56,784	36,095	20,689	57.32%	14,018	42,054	14,730	35.03%	31,322	25,462	81.29%	30,430
	Total Personal Services	371,469	210,557	160,912	76.42%	60,828	186,270	185,199	99.43%	158,591	212,878	134.23%	172,306
604000	Professional Services - General	6,400	6,100	300	4.92%	0	6,000	400	6.67%	1,804	4,596	254.77%	26,298
604020	Physicals and Drug Screens	8,000	9,400	(1,400)	-14.89%	1,277	9,000	(1,000)	-11.11%	2,835	5,165	182.19%	995
641000	Temporary Help	3,000	0	3,000	100%	0	0	3,000	100%	3,873	(873)	-22.54%	9,137
650000	Travel, Per Diem, Conference Registration	10,400	7,800	2,600	33.33%	2,084	7,800	2,600	33.33%	6,730	3,670	54.53%	7,908
651000	Training & Education	5,000	5,500	(500)	-9.09%	92	5,500	(500)	-9.09%	1,555	3,445	221.54%	179
660000	Postage	4,000	4,000	0	0.00%	1,059	3,800	200	5.26%	3,612	388	10.74%	3,202
661000	Express Mail Delivery	1,000	1,000	0	0.00%	244	700	300	42.86%	625	375	60.00%	817
664000	Rentals and Leases	400	400	0	0.00%	92	400	0	0.00%	300	100	33.33%	290
670000	Property and Casualty Insurance	48,000	44,000	4,000	9.09%	16,015	40,000	8,000	20.00%	44,127	3,873	8.78%	44,010
671000	General Liability	38,000	36,000	2,000	5.56%	11,699	32,000	6,000	18.75%	34,178	3,822	11.18%	33,025
672000	Auto Liability	22,000	23,000	(1,000)	-4.35%	6,038	20,000	2,000	10.00%	20,967	1,033	4.93%	19,362
673000	Other Insurance & Bonds	48,500	45,500	3,000	6.59%	12,799	40,000	8,500	21.25%	36,444	12,056	33.08%	34,185
674000	Worker's Compensation Insurance	80,000	77,000	3,000	3.90%	18,084	70,000	10,000	14.29%	64,539	15,461	23.96%	60,987
730000	Printing & Binding	300	300	0	0.00%	130	300	0	0.00%	913	(613)	-67.14%	375
740101	Other Community Events/Exhibits/Sponsorship	500	200	300	150.00%	7	200	300	150.00%	401	99	24.69%	146
740115	Employee/Tenant Appreciation	23,000	22,465	535	2.38%	2,020	22,400	600	2.68%	20,014	2,986	14.92%	19,447
740119	Wellness	4,500	4,500	0	0.00%	1,152	4,500	0	0.00%	8,297	(3,797)	-45.76%	4,486
750000	Legal Notices & Advertising	4,500	4,500	0	0.00%	2,163	4,500	0	0.00%	4,247	253	5.96%	3,942
760000	Office Supplies	9,000	9,000	0	0.00%	1,373	8,500	500	5.88%	8,400	600	7.14%	7,627
770300	Operating Supplies	3,000	3,000	0	0.00%	704	3,000	0	0.00%	2,693	307	11.40%	1,900
771000	Operating Furniture, Fixtures and Equipment	3,000	500	2,500	500.00%	0	400	2,600	650.00%	388	2,612	673.20%	0
780100	Dues & Memberships	990	990	0	0.00%	190	990	0	0.00%	874	116	13.27%	544
780500	Books & Publications	250	250	0	0.00%	0	250	0	0.00%	0	250	100%	0
	Total Services & Mat'ls.	323,740	305,405	18,335	6.00%	77,222	280,240	43,500	15.52%	267,816	55,924	20.88%	278,862
	Department Total	695,209	515,962	179,247	34.74%	138,050	466,510	228,699	49.02%	426,407	268,802	63.04%	451,168

Comments:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Administrative

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

	Capital Improvement		
	Equipment and Small Capital Outlay	Fund	ARA
	Renewal and Replacement	Department Number	11
X	Personnel Request	Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Description	Amount
ARA	0	11	0	Administration Coordinator I	\$ 55,378

Presently the Administration Department has a Part-Time Administration Coordinator I position. We are requesting to increase this part-time position to a full-time position. Due to the continuing trend of additional and updated Federal and State Laws, this position is necessary to ensure we maintain accurate compliance. This position will continue to assist the Director of Administration in the recruitment process and all other Administrative and HR functions. This position will also handle the additional reporting and compliance for Affordable Care Act (ACA) as well as create and maintain a purchasing system for the Authority.

The increase in expenses by changing this position from part-time to full-time is a total of \$38,455.

Current part-time position: \$16,923

Requested full-time position: Salary - \$33,842
 Benefits - 21,536
 Total \$55,378

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Development
BASIC OPERATING BUDGET
FY 2016-2017

Fund	ARA								
Department	Development								
Department #	70								
Cost Center	00								
Source	00								248,623

Account Code					Description	Item Amount	Summary Amount	
Fund	Acct.	Sec.	C.C.	Source				
PERSONNEL SERVICES								
ARA	500000	70	00	00	Salaries	248,642	248,642	
ARA	500016	70	00	00	Longevity	6,063	6,063	
ARA	500020	70	00	00	Overtime	500	500	
					Benefits:			
ARA	500017	70	00	00	Medical Reimbursements	-	99,240	
ARA	500050	70	00	00	FICA Taxes	20,016		
ARA	500070	70	00	00	LGERS retirement	17,238		
ARA	500080	70	00	00	401k	12,750		
ARA	500160	70	00	00	Medical	43,910		
ARA	500260	70	00	00	Dental	2,292		
ARA	500360	70	00	00	Life Insurance	839		
ARA	500460	70	00	00	Disability	2,195		
TOTAL PERSONNEL SERVICES								354,445
OPERATING EXPENSES								
					Professional Services			
ARA	604000	70	00	00	Professional Services - General		40,000	
					Surveys, Appraisals, Reports, Consultant Svcs, Misc.	40,000		
					Travel and Training			
ARA	650000	70	00	00	Travel, Per Diem, Conference Registration		28,580	
					AAAE NAC	2,500		
					NBAA	1,700		
					SEC- F&A Conference	1,100		
					SEC - AAAE Annual Conference	1,000		
					AAAE Annual Conference	2,500		
					NCAA Annual Conference	800		
					FAA & Other Meetings	2,500		
		70	00	75	Safety Program - Incident Investigation - 1	400		
				75	Safety Program - MESH Course - 1	1,290		
				75	Safety Program - Confined Spaces - 1	110		
				75	Safety Program - NC Safety & Health Congress - 1	800		
				75	Safety Program - NC Statewide Safety School - 1	800		
				75	Safety Program - 10 Hour General Industry - 1	450		
				75	Safety Program - Job Safety Analysis - 1	400		
				75	Safety Program - Safety Inspections - 1	400		
				75	Safety Program - Ergonomics - 1	400		
				75	Safety Program - Practical Applications - 1	1,690		
				75	Safety Program - Env. Issues Practical Applications- 1	1,690		
				75	Safety Program - LOTO & Electrical Safety - 1	350		
					AGTA Conference - 1	1,800		
					Local Travel & Expenses	5,400		
					Business Meeting Expenses	500		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY								
ASHEVILLE REGIONAL AIRPORT								
Development								
BASIC OPERATING BUDGET								
FY 2016-2017								
Fund		ARA						
Department	Development							
Department #	70							
Cost Center	00							
Source	00							
							248,623	
Account Code			Description			Item	Summary	
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount	
ARA	651000	70	00	00	Training & Education		2,700	
					Professional Development (ADA/DBE/Misc. Cert.)	1,700		
		70	00	75	Safety Program - Training Materials	500		
				75	Safety Program - Professional Development	500		
Communications and Freight								
ARA	663000	70	00	00	Online Services		560	
					Internet Broadband Services	560		
Printing & Binding								
ARA	730000	70	00	00	Printing & Binding		700	
					Development Marketing Materials & Supplies	200		
		70	00	75	Safety Program - Training, Posters, Handouts etc.	500		
Operating Supplies								
ARA	770300	70	00	00	Operating Supplies		800	
					General Supplies	300		
		70	00	75	Safety Program - Promotional	500		
ARA	771000	70	00	00	Operating Furniture, Fixtures, Equipment and Software Greater than \$100 & up to \$5,000		300	
					Operating Furniture, Fixtures, Equip up to \$5K	300		
Books, Publications, Subscriptions and Memberships								
ARA	780100	70	00	00	Dues & Memberships		1,900	
					AAAE - 2	550		
					SEC - AAAE - 2	70		
					NCAA - 2	80		
					National Safety Council - 1	450		
					AGTA - 1	450		
					DBE, ADA & Other	300		
TOTAL OPERATING EXPENSES								75,540
SECTION TOTAL								429,985

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
 Development
 Fiscal Year 2016/2017
 Variance Analysis

Acct #	Description	FY 2017 Budget	FY2016 Budget				FY2016 Estimated Actual				FY2015 Actual			FY 2014
			FY 2016 Budget	Increase/Decrease		FY 2016 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual	
				Amount	Percent			Amount	Percent		Amount	Percent		
500000	Salaries	248,642	248,623	19	0.01%	56,795	170,385	78,257	45.93%	159,860	88,782	55.54%	151,545	
500016	Longevity	6,063	3,068	2,995	97.62%	838	3,068	2,995	97.62%	795	5,268	662.64%	767	
500020	Overtime	500	300	200	66.67%	0	300	200	66.67%	0	500	100%	28	
500017	Medical Reimbursements	0	100	(100)	-100.00%	0	0	0	100%	100	(100)	-100.00%	100	
500050	FICA Taxes	20,016	19,786	230	1.16%	4,420	13,260	6,756	50.95%	11,887	8,129	68.39%	11,322	
500070	LGERS retirement	17,238	17,790	(552)	-3.10%	3,883	11,649	5,589	47.98%	10,068	7,170	71.22%	10,350	
500080	401k	12,750	12,600	150	1.19%	2,882	8,646	4,104	47.47%	7,710	5,040	65.37%	7,320	
500160	Medical	43,910	49,523	(5,613)	-11.33%	7,447	22,341	21,569	96.54%	22,701	21,209	93.43%	29,691	
500260	Dental	2,292	2,463	(171)	-6.94%	469	1,407	885	62.90%	1,414	878	62.09%	1,677	
500360	Life Insurance	839	791	48	6.07%	161	483	356	73.71%	467	372	79.66%	425	
500460	Disability	2,195	1,756	439	25.00%	414	1,242	953	76.73%	735	1,460	198.64%	735	
	Total Benefits	99,240	104,809	(5,569)	-5.31%	19,676	59,028	40,212	68.12%	55,082	44,158	80.17%	61,620	
	Total Personal Services	354,445	356,800	(2,355)	-0.66%	77,309	232,781	121,664	52.27%	215,737	138,708	64.29%	213,960	
604000	Professional Services - General	40,000	40,000	0	0.00%	65,839	66,638	(26,638)	-39.97%	50,776	(10,776)	-21.22%	14,646	
650000	Travel, Per Diem, Conference Registration	28,580	18,600	9,980	53.66%	6,162	18,486	10,094	54.60%	18,035	10,545	58.47%	15,664	
651000	Training & Education	2,700	1,500	1,200	80.00%	0	1,500	1,200	80.00%	0	2,700	100%	570	
663000	Online Services	560	560	0	0.00%	80	560	0	0.00%	476	84	17.65%	480	
730000	Printing & Binding	700	300	400	133.33%	167	300	400	133.33%	147	553	376.19%	0	
770300	Operating Supplies	800	300	500	166.67%	79	300	500	166.67%	127	673	529.92%	80	
771000	Operating Furniture, Fixtures and Equipment	300	500	(200)	-40.00%	0	500	(200)	-40.00%	0	300	100%	0	
780100	Dues & Memberships	1,900	750	1,150	153.33%	383	750	1,150	153.33%	315	1,585	503.17%	350	
	Total Services & Mat'ls.	75,540	62,510	13,030	20.84%	72,710	89,034	(13,494)	-15.16%	69,876	5,664	8.11%	31,790	
	Department Total	429,985	419,310	10,675	2.55%	150,019	321,815	108,170	33.61%	285,613	144,372	50.55%	245,750	

Comments:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Executive

BASIC OPERATING BUDGET

FY 2016-2017

Fund		ARA							
Department		Executive							
Department #		05							
Cost Center		00							
Source		00							266,739

Account Code					Description	Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount

PERSONNEL SERVICES							
ARA	500000	05	00	00	Salaries	266,739	266,739
ARA	500016	05	00	00	Longevity	4,714	4,714
					<u>Benefits:</u>		
ARA	500017	05	00	00	Medical Reimbursements	-	93,470
ARA	500030	05	00	00	Allocated Benefits	1,000	
ARA	500050	05	00	00	FICA Taxes	21,392	
ARA	500070	05	00	00	LGERS retirement	18,350	
ARA	500080	05	00	00	401k	13,573	
ARA	500160	05	00	00	Medical	34,650	
ARA	500260	05	00	00	Dental	1,935	
ARA	500360	05	00	00	Life Insurance	663	
ARA	500460	05	00	00	Disability	1,907	
					TOTAL PERSONNEL SERVICES		364,923

OPERATING EXPENSES							
					Professional Services		
ARA	604000	05	00	00	Professional Services - General		50,000
					Various	50,000	
ARA	604010	05	00	00	Professional Services - Legal		50,000
					Paltra, Straus, Robinson & Moore	50,000	
ARA	604017	05	00	00	Surveys, Reports & Data		18,000
					Diio	18,000	
					Travel and Training		
ARA	650000	05	00	00	Travel, Per Diem, Conference Registration		71,500
					ACI Small Airports Conf	3,000	
					ACI Annual Conf	4,000	
					AAAE Aviation Issues Conf	4,500	
					ACI Concessions Conf	3,000	
					US Chamber Aviation Summit	1,500	
					Allegiant Conf	2,000	
					ACI-AAAE Spring Legislative Conf	2,500	
					SEC-AAAE Annual Conf	1,000	
					NCAA Annual Conf	750	
					AAAE Annual Conf	3,500	
					Chamber Raleigh Legislative Visit	750	
					Airline & FAA Meetings	6,000	
					ACI Winter Board Meeting / CEO Forum	3,000	
					ACI Regional Assembly - World Board	10,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

Executive

BASIC OPERATING BUDGET

FY 2016-2017

Fund		ARA							
Department		Executive							
Department #		05							
Cost Center		00							
Source		00							
									266,739

Account Code					Description	Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount
					AAAE/ACI Summer Legislative Mtg	2,000	
					ACI Commissioners Conf	2,500	
					NCSHRM Conf	500	
					ACI Summer Board Meeting	6,000	
					Board Travel	15,000	
ARA	651000	05	00	00	Training & Education		500
					General Professional Development	500	
					NC Notary Reappointment		
					Communications and Freight		
ARA	663000	05	00	00	Online Services		500
					MiFi 3G	500	
					Printing & Binding		
ARA	730000	05	00	00	Printing & Binding		500
					General	500	
					Promotional Activities		
ARA	740100	05	00	00	Other Promotional Events/Sponsorships		1,100
					SEC-AAAE & AAAE Finance & Admin Sponsorships	1,100	
ARA	740115	05	00	00	Employee/Tenant Appreciation		2,500
					Tenant/Employee Lunch	2,500	
					Other Current Charges and Obligations		
ARA	750100	05	00	00	Other Current Charges and Obligations		7,500
					Business Meeting Expenses	2,500	
					Misc Board Expenses	1,000	
					Annual Board Holiday Reception	4,000	
					Operating Supplies		
ARA	770300	05	00	00	Operating Supplies		750
					Misc Supplies	750	
ARA	770305	05	00	00	Promotional Items		1,250
					Special Promo Items	1,250	
ARA	771000	05	00	00	Operating Furniture, Fixtures, Equipment and Software		1,250
					Greater than \$100 & up to \$5,000		
					Admin Equipment	1,250	
					Books, Publications, Subscriptions and Memberships		
ARA	780100	05	00	00	Dues & Memberships		38,790
					AAAE Annual Membership	275	
					SEC-AAAE Annual Membership	35	
					NCAA Annual Membership	40	
					Vistage	15,000	
					Small Airport Coalition	6,000	
					AMAC		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

Executive

BASIC OPERATING BUDGET

FY 2016-2017

Fund		ARA								
Department		Executive								
Department #		05								
Cost Center		00								
Source		00								266,739
Account Code					Description				Item	Summary
Fund	Acct.	Sec.	C.C.	Source				Amount	Amount	
ARA	780500	05	00	00	Books, Publications, Compact Disks, Videos & Subscriptions				400	
					General Subscriptions			400		
TOTAL OPERATING EXPENSES									244,540	
SECTION TOTAL									609,463	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Executive

Fiscal Year 2016/2017

Variance Analysis

Acct #	Description	FY2016 Budget				FY2016 Estimated Actual				FY2015 Actual			FY2014
		FY 2017 Budget	FY 2016 Budget	Increase/Decrease		FY 2016 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	266,739	275,237	(8,498)	-3.09%	79,985	239,955	26,784	11.16%	228,543	38,196	16.71%	221,756
500016	Longevity	4,714	4,519	195	4.32%	1,003	4,519	195	4.32%	4,314	400	9.27%	4,180
500017	Medical Reimbursements	0	200	(200)	-100.00%	0	0	0	100%	200	(200)	-100.00%	100
500030	Allocated Benefits	1,000	1,000	0	0.00%	0	1,000	0	0.00%	400	600	150.00%	375
500050	FICA Taxes	21,392	21,476	(84)	-0.39%	4,098	12,294	9,098	74.00%	13,019	8,373	64.31%	13,288
500070	LGERS retirement	18,350	19,747	(1,397)	-7.07%	5,457	16,371	1,979	12.09%	15,718	2,632	16.75%	15,577
500080	401k	13,573	13,988	(415)	-2.97%	4,049	12,147	1,426	11.74%	11,116	2,457	22.10%	11,016
500160	Medical	34,650	33,604	1,046	3.11%	8,886	26,658	7,992	29.98%	26,934	7,716	28.65%	28,821
500260	Dental	1,935	1,759	176	10.01%	583	1,749	186	10.63%	1,414	521	36.85%	1,379
500360	Life Insurance	663	603	60	9.95%	201	603	60	9.95%	603	60	9.95%	544
500460	Disability	1,907	1,733	174	10.04%	578	1,734	173	9.98%	801	1,106	138.08%	801
	Total Benefits	93,470	94,110	(640)	-0.68%	23,852	72,556	20,914	28.82%	70,205	23,265	33.14%	71,901
	Total Personal Services	364,923	373,866	(8,943)	-2.39%	104,840	317,030	47,893	15.11%	303,062	61,861	20.41%	297,837
604000	Professional Services - General	50,000	59,500	(9,500)	-15.97%	9,500	45,000	5,000	11.11%	41,440	8,560	20.66%	40,242
604010	Professional Services - Legal	50,000	56,190	(6,190)	-11.02%	16,556	50,000	0	0.00%	65,598	(15,598)	-23.78%	72,708
604017	Surveys, Reports & Data	18,000	18,000	0	0.00%	6,000	18,000	0	0.00%	18,000	0	0.00%	18,000
650000	Travel, Per Diem, Conference Registration	71,500	49,800	21,700	43.57%	16,563	55,000	16,500	30.00%	54,700	16,800	30.71%	26,935
651000	Training & Education	500	500	0	0.00%	0	500	0	0.00%	207	293	141.55%	822
663000	Online Services	500	500	0	0.00%	89	500	0	0.00%	534	(34)	-6.37%	503
730000	Printing & Binding	500	500	0	0.00%	0	500	0	0.00%	0	500	100%	0
740100	Promotional Events/Sponsorships	1,100	1,500	(400)	-26.67%	0	1,500	(400)	-26.67%	1,050	50	4.76%	4,084
740115	Employee/Tenant Appreciation	2,500	2,500	0	0.00%	0	2,500	0	0.00%	1,638	862	52.63%	1,510
750100	Other Current Charges & Obligations	7,500	7,000	500	7.14%	1,264	6,500	1,000	15.38%	6,137	1,363	22.21%	6,280
770300	Operating Supplies	750	750	0	0.00%	0	750	0	0.00%	197	553	280.71%	366
770305	Promotional Items	1,250	1,250	0	0.00%	0	1,250	0	0.00%	1,269	(19)	-1.50%	1,801
771000	Operating Furniture, Fixtures and Equipment	1,250	1,250	0	0.00%	0	1,250	0	0.00%	697	553	79.34%	415
780100	Dues & Memberships	38,790	22,315	16,475	73.83%	17,765	40,000	(1,210)	-3.03%	16,765	22,025	131.37%	12,220
780500	Books & Publications	400	400	0	0.00%	13	39	361	925.64%	0	400	100%	0
	Total Services & Mat'ls.	244,540	221,955	22,585	10.18%	67,750	223,289	21,251	9.52%	208,232	36,308	17.44%	185,886
	Department Total	609,463	595,821	13,642	2.29%	172,590	540,319	69,144	12.80%	511,294	98,169	19.20%	483,723

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Finance
BASIC OPERATING BUDGET
FY 2016-2017

Fund		ARA									182,603	
Department	Finance											
Department #	12											
Cost Center	00											
Source	00											
Account Code										Description	Item	Summary
Fund	Acct.	Sec.	C.C.	Source						Amount	Amount	
PERSONNEL SERVICES												
ARA	500000	12	00	00	Salaries					203,920	203,920	
ARA	500016	12	00	00	Longevity					-	-	
					<u>Benefits:</u>							
ARA	500017	12	00	00	Medical Reimbursements					-	87,566	
ARA	500050	12	00	00	FICA Taxes					15,967		
ARA	500070	12	00	00	LGERS retirement					13,785		
ARA	500080	12	00	00	401k					10,196		
ARA	500160	12	00	00	Medical					42,620		
ARA	500260	12	00	00	Dental					2,672		
ARA	500360	12	00	00	Life Insurance					689		
ARA	500460	12	00	00	Disability					1,637		
TOTAL PERSONNEL SERVICES											291,486	
OPERATING EXPENSES												
Professional Services												
ARA	604000	12	00	00	Professional Services - General						9,000	
					Software Consultants					5,000		
					Actuary Report-Retiree Health (Every 3 years)					3,800		
					Actuary Report-LEO SAA-for Audit					200		
ARA	640000	12	00	00	Auditing Services						40,000	
					Annual Financial Audit					20,000		
					Audit - Rental Car Agencies					20,000		
Travel and Training												
ARA	650000	12	00	00	Travel, Per Diem, Conference Registration						7,900	
					Travel for Financial System Training					3,000		
					AAAE Conference or Other Airport Conference					2,500		
					Local Travel					2,400		
ARA	651000	12	00	00	Training & Education						5,000	
					Financial System Training					5,000		
Other Current Charges and Obligations												
ARA	654000	12	00	00	Credit Card Fees & Bank Charges						81,000	
					Credit Card Fees					61,500		
					Bank Charges					19,500		
Operating Supplies												
ARA	770300	12	00	00	Operating Supplies						1,500	
					Checks, Envelopes, W-2's & PO's					1,500		
ARA	771000	12	00	00	Operating Furniture, Fixtures, Equipment and Software						500	
					Greater than \$100 & up to \$5,000							
					Finance Equipment					500		
Books, Publications, Subscriptions and Memberships												
ARA	780100	12	00	00	Dues & Memberships						495	
					SEC-AAAE					35		
					NCAA					40		
					NCACPA - 2					420		
ARA	780500	12	00	00	Books, Publications, Compact Disks, Videos & Subscriptions						300	
					Professional Books & Subscriptions					300		
ARA	780503	12	00	00	Licenses & Certifications						120	
					CPA Certificate Renewal					120		
TOTAL OPERATING EXPENSES											145,815	
SECTION TOTAL											437,301	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Finance

Fiscal Year 2016/2017

Variance Analysis

Acct #	Description	FY 2017 Budget	FY2016 Budget		FY2016 Estimated Actual				FY2015 Actual			FY 2014	
			FY 2016 Budget	Increase/Decrease		FY 2016 Actual 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	203,920	207,079	(3,159)	-1.53%	66,279	201,477	2,443	1.21%	165,494	21,111	11.55%	182,809
500016	Longevity	0	761	(761)	-100.00%	0	0	0	100%	2,732	(734)	-100.00%	734
500017	Medical Reimbursements	0	100	(100)	-100.00%	0	0	0	100%	0	0	100%	0
500050	FICA Taxes	15,967	16,268	(301)	-1.85%	4,976	15,928	39	0.24%	14,738	2,274	16.61%	13,693
500070	LGERS retirement	13,785	14,673	(888)	-6.05%	4,466	13,498	287	2.13%	12,579	1,209	9.61%	12,576
500080	401k	10,196	10,392	(196)	-1.89%	3,314	9,994	202	2.02%	8,896	1,302	14.64%	8,894
500160	Medical	42,620	36,664	5,956	16.24%	9,411	40,243	2,377	5.91%	28,784	10,949	34.57%	31,671
500260	Dental	2,672	2,084	588	28.21%	685	2,565	107	4.17%	1,711	1,010	60.77%	1,662
500360	Life Insurance	689	533	156	29.27%	177	473	216	45.67%	496	165	31.49%	524
500460	Disability	1,637	1,335	302	22.62%	445	1,029	608	59.09%	885	633	63.05%	1,004
	Total Benefits	87,566	82,049	5,517	6.72%	23,474	83,730	3,836	4.58%	68,089	17,542	25.05%	70,024
	Total Personal Services	291,486	289,889	1,597	0.55%	89,753	285,207	6,279	2.20%	236,315	37,919	14.95%	253,567
604000	Professional Services - General	9,000	10,000	(1,000)	-10.00%	475	5,000	4,000	80.00%	175	5,329	145.16%	3,671
640000	Auditors	40,000	15,000	25,000	166.67%	7,000	15,000	25,000	166.67%	14,600	27,450	218.73%	12,550
641000	Temporary Help	0	0	0	100%	0	0	0	100%	30,290	0	100%	0
650000	Travel, Per Diem, Conference Registration	7,900	7,900	0	0.00%	800	4,900	3,000	61.22%	1,600	2,756	53.58%	5,144
651000	Training & Education	5,000	5,000	0	0.00%	0	0	5,000	100%	550	3,648	269.82%	1,352
654000	Bank Charges & Credit Card Fees	81,000	75,000	6,000	8.00%	28,167	79,000	2,000	2.53%	70,691	13,183	19.44%	67,817
770300	Operating Supplies	1,500	1,500	0	0.00%	(111)	500	1,000	200.00%	565	60	4.17%	1,440
771000	Operating Furniture, Fixtures and Equipment	500	1,000	(500)	-50.00%	0	500	0	0.00%	338	500	100%	0
780100	Dues & Memberships	495	615	(120)	-19.51%	0	785	(290)	-36.94%	210	90	22.22%	405
780500	Books & Publications	300	300	0	0.00%	0	300	0	0.00%	0	300	100%	0
780503	Licenses & Certifications	120	60	60	100.00%	0	120	0	0.00%	60	60	100.00%	60
	Total Services & Mat'ls.	145,815	116,375	29,440	25.30%	36,331	106,105	39,710	37.43%	119,079	53,376	57.74%	92,439
	Department Total	437,301	406,264	31,037	7.64%	126,084	391,312	45,989	11.75%	355,394	91,295	26.39%	346,006

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

Guest Services

BASIC OPERATING BUDGET

FY 2016-2017

Fund		ARA							
Department	Guest Services								
Department #	60								
Cost Center	00								
Source	00								146,983
Account Code									Description
Fund	Acct.	Sec.	C.C.	Source					Item Amount
PERSONNEL SERVICES									Summary Amount
ARA	500000	60	00	00	Salaries				146,525
ARA	500016	60	00	00	Longevity				1,999
ARA	500020	60	00	00	Overtime				2,400
					Benefits:				
ARA	500017	60	00	00	Medical Reimbursements				-
ARA	500050	60	00	00	FICA Taxes				11,725
ARA	500070	60	00	00	LGERS retirement				5,888
ARA	500080	60	00	00	401k				4,355
ARA	500160	60	00	00	Medical				15,560
ARA	500260	60	00	00	Dental				800
ARA	500360	60	00	00	Life Insurance				298
ARA	500460	60	00	00	Disability				685
TOTAL PERSONNEL SERVICES									190,235
OPERATING EXPENSES									
					Travel and Training				
ARA	650000	60	00	00	Travel, Per Diem, Conference Registration				1,850
					AAAE Customer Service or Sales Conference (Supervisor)				1,850
ARA	651000	60	00	00	Training & Education				500
					Customer Service Training (Staff/Volunteers)				500
					Printing & Binding				
ARA	730000	60	00	00	Printing & Binding				750
					Advertising sales materials/Misc. printing				750
					Promotional Activities				
ARA	740115	60	00	00	Employee/Tenant Appreciation				2,700
					Volunteer appreciation/recognition				700
					Tenant customer service incentives				2,000
					Other Current Charges and Obligations				
ARA	750200	60	00	00	In Terminal Advertising				9,225
					In-terminal advertising - sales supplies				1,000
					In-terminal advertising - cleaning/R&M				1,500
					In-terminal advertising - business development/meetings				225
					In-terminal advertising - additional displays under \$5,000				6,500
					Operating Supplies				
ARA	771000	60	00	00	Operating Furniture, Fixtures, Equipment and Software				1,060
					Greater than \$100 & up to \$5,000				
					Lost and Found shelving				800
					Misc equipment				260
ARA	771500	60	00	00	Uniforms				1,000
					Apparel for G.S. Staff/volunteers				1,000

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Guest Services

BASIC OPERATING BUDGET

FY 2016-2017

Fund		ARA									
Department		Guest Services									
Department #		60									
Cost Center		00									
Source		00									146,983
Account Code					Description					Item Amount	Summary Amount
Fund	Acct.	Sec.	C.C.	Source							
					Books, Publications, Subscriptions and Memberships						
ARA	780100	60	00	00	Dues & Memberships						480
					AAAE					275	
					AAAE - SE Chapter					35	
					FABA					150	
					Young Professionals					20	
ARA	780500	60	00	00	Books, Publications, Compact Disks, Videos & Subscriptions						50
					Misc. publications					50	
TOTAL OPERATING EXPENSES											17,615
SECTION TOTAL											207,850

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Guest Services
Fiscal Year 2016/2017
Variance Analysis

Acct #	Description	FY 2017 Budget	FY2016 Budget				FY2016 Estimated Actual				FY2015 Actual			FY 2014
			FY 2016 Budget	Increase/Decrease		FY 2016 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual	
				Amount	Percent			Amount	Percent		Amount	Percent		
500000	Salaries	146,525	146,983	(458)	-0.31%	49,039	147,117	(592)	-0.40%	125,125	21,400	17.10%	95,546	
500016	Longevity	1,999	1,832	167	9.12%	937	1,832	167	9.12%	1,832	167	9.12%	911	
500020	Overtime	2,400	2,400	0	0.00%	375	1,125	1,275	113.33%	2,953	(553)	-18.73%	1,879	
500017	Medical Reimbursements	0	100	(100)	-100.00%	0	0	0	100%	0	0	100%	0	
500050	FICA Taxes	11,725	11,602	123	1.06%	3,820	11,460	265	2.31%	9,785	1,940	19.83%	7,536	
500070	LGERS retirement	5,888	6,306	(418)	-6.63%	2,424	7,272	(1,384)	-19.03%	5,648	240	4.25%	4,393	
500080	401k	4,355	4,474	(119)	-2.66%	1,800	5,400	(1,045)	-19.35%	3,994	361	9.04%	3,107	
500160	Medical	15,560	15,454	106	0.69%	4,118	12,354	3,206	25.95%	12,486	3,074	24.62%	9,902	
500260	Dental	800	728	72	9.89%	243	729	71	9.74%	728	72	9.89%	562	
500360	Life Insurance	298	271	27	9.96%	90	270	28	10.37%	265	33	12.45%	231	
500460	Disability	685	624	61	9.78%	208	624	61	9.78%	480	205	42.71%	371	
	Total Benefits	39,311	39,559	(248)	-0.63%	12,703	38,109	1,202	3.15%	33,386	5,925	17.75%	26,102	
	Total Personal Services	190,235	190,774	(539)	-0.28%	63,054	188,183	2,052	1.09%	163,296	26,939	16.50%	124,438	
641000	Temporary Help	0	0	0	100%	3,486	10,458	(10,458)	-100.00%	1,968	(1,968)	-100.00%	13,775	
650000	Travel, Per Diem, Conference Registration	1,850	1,850	0	0.00%	0	1,850	0	0.00%	0	1,850	100%	0	
651000	Training & Education	500	500	0	0.00%	0	500	0	0.00%	0	500	100%	224	
664000	Rentals and Leases	0	0	0	100%	0	0	0	100%	0	0	100%	(2)	
730000	Printing & Binding	750	1,000	(250)	-25.00%	0	1,000	(250)	-25.00%	738	12	1.63%	381	
740115	Employee/Tenant Appreciation	2,700	2,125	575	27.06%	284	2,125	575	27.06%	2,033	667	32.81%	2,128	
750200	In Terminal Advertising	9,225	8,400	825	9.82%	838	8,400	825	9.82%	9,300	(75)	-0.81%	9,305	
771000	Operating Furniture, Fixtures and Equipment	1,060	260	800	307.69%	0	260	800	307.69%	240	820	341.67%	417	
771500	Uniforms	1,000	500	500	100.00%	249	500	500	100.00%	530	470	88.68%	446	
780100	Dues & Memberships	480	480	0	0.00%	0	480	0	0.00%	400	80	20.00%	295	
780500	Books & Publications	50	50	0	0.00%	0	50	0	0.00%	0	50	100%	79	
	Total Services & Mat'ls.	17,615	15,165	2,450	16.16%	4,857	25,623	(8,008)	-31.25%	15,209	2,406	15.82%	27,048	
	Department Total	207,850	205,939	1,911	0.93%	67,911	213,806	(5,956)	-2.79%	178,505	29,345	16.44%	151,486	

Comments

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Information Technology
BASIC OPERATING BUDGET
FY 2016-2017

Fund		ARA							
Department	Information Technology								
Department #	20								
Cost Center	00								
Source	00								
									262,682

Account Code					Description	Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount

PERSONNEL SERVICES							
ARA	500000	20	00	00	Salaries	262,682	262,682
ARA	500016	20	00	00	Longevity	2,665	2,665
Benefits:							
ARA	500017	20	00	00	Medical Reimbursements	-	95,775
ARA	500050	20	00	00	FICA Taxes	20,606	
ARA	500070	20	00	00	LGERS retirement	17,937	
ARA	500080	20	00	00	401k	13,268	
ARA	500160	20	00	00	Medical	38,597	
ARA	500260	20	00	00	Dental	2,274	
ARA	500360	20	00	00	Life Insurance	915	
ARA	500460	20	00	00	Disability	2,178	
TOTAL PERSONNEL SERVICES							361,122

OPERATING EXPENSES

Professional Services							
ARA	604000	20	00	00	Professional Services - General		7,000
					Coalfire - PCI Compliance Audit and Testing	7,000	
ARA	604043	20	00	00	Website Maintenance		1,300
					Immedion -> Go Daddy Website Hosting	1,300	
Contractual Services							
ARA	644000	20	00	00	Computer Technical Support		18,600
					EIS - Microsoft Dynamics Service Agreement	4,600	
					Cisco - SmartNet Agreement (Network Switches, Telephone System)	8,000	
					Misc Network Support - 40 Hours	6,000	
ARA	647000	20	00	00	Other Contractual Services		46,470
					Internet Fax Service (5 lines)	550	
					Click Through Flights Service - Online Booking	5,800	
					Flightview - Real Time Flight Map (Website and Terminal)	3,100	
					Flightview - Annual Support Agreement	500	
					Image Solutions Copier Service and Repair Agreement	5,000	
					Image Solutions Printer Service and Repair Agreement	1,850	
					Spatco - GasBoy Service Agreement	700	
					Infor - MP2 Service Agreement	2,450	
					SoftTime Service Agreement (Time & Attendance)	1,275	
					Firewall Maintenance and Service Agreement	3,100	
					Remote Access Software - ScreenConnect - GARAA Network	900	
					Remote Access Software - LogMeIn - PCI Network	250	
					Kimball - Call Recording Software Support Agreement	1,150	
					Intortel / ISI - Call Accounting Service Agreement	1,675	
					Xirrus Support Renewal - WiFi Network	-	
					WebRoot - Antivirus and Malware Protection	1,900	
					Microsoft Office 365 / Hosted Email (65 Users)	12,870	
					Dell - Server Extended Hardware Service Agreements	2,500	
					RS Technologies - DPS CAD A.L.E.I.R. Software & Support	300	
					ESI/Plumblin - Fixed Asset Support Agreement	600	
ARA	647000	20	10	00	Other Contractual Services-Terminal		99,640
					AirIT EASE Master Service Agreement	39,000	
					VMWare Support Contract EASE and Virtualization Project	6,000	
					ComNet Service Agreement	34,000	
					Schneider - Service / Support Agreement (CCTV, Security)	12,000	
					Pandora - Terminal Music	350	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

Information Technology

BASIC OPERATING BUDGET

FY 2016-2017

							262,682		
Fund		ARA							
Department	Information Technology								
Department #	20								
Cost Center	00								
Source	00								
Account Code							Description	Item	Summary
Fund	Acct.	Sec.	C.C.	Source			Amount	Amount	
						CrossMatch - Fingerprint Scanner Warranty	1,950		
						Bridgeway Solutions - ID BADGE Printer Service Agreement	840		
						AAAE - IET Training Terminals - Maintenance Agreement (4 Terminals)	5,500		
						Travel and Training			
ARA	650000	20	00	00		Travel, Per Diem, Conference Registration		14,800	
						ACI - Business Information Technology Conference	2,800		
						Management Courses	4,000		
						ASIS Security Conference	2,800		
						ACI-BIT or Security Conference	2,800		
						Local Travel	2,400		
ARA	651000	20	00	00		Training & Education		5,950	
						NCLGISA: Winston-Salem, NC	800		
						NCLGISA: Wilmington, NC	800		
						Online IT Courses (Pluralsite)	600		
						BICSI Tech Training	600		
						CCNP Switching	350		
						DELL Tech Direct	1,500		
						Airport Collaboration	1,300		
						Communications and Freight			
ARA	662000	20	00	00		Telecommunications		71,270	
						ERC Broadband - Primary Internet Circuit (50MB)	12,000		
						AT&T - Primary Voice Circuit (PRI)	7,900		
						Charter - Redundant Voice and Broadband Circuit (PRI + 10MB)	10,500		
						AT&T Long Distance	2,100		
						Charter - Cable TV	3,000		
						Cable TV - Tenant Use	-		
						Monthly Cell Phone Reimbursements for Staff	20,280		
						AT&T - Emergency Line at DPS	900		
						AT&T - Analog Lines for Fire Alarm Panels (Qty 8)	5,600		
						Verizon - Mobile Phones (Ops,DPS) 4G Jetpack (IT)	1,350		
						RCS Communications - Pagers (Qty: 1)	90		
						Sprint - Emergency Notification System	1,050		
						Cisco - IP Phones (Qty:6)	2,500		
						Cisco - Attendant Console Software (Qty:2)	4,000		
						Rentals and Leases			
ARA	664000	20	00	00		Rentals and Leases		11,500	
						Administrative Offices Copier Lease	3,181		
						Maintenance Offices Copier Lease	3,181		
						DPS Offices Copier Lease	3,181		
						Guest Services Copier Lease	1,956		
						General Repairs and Maintenance			
ARA	710000	20	00	00		General Repairs and Maintenance		14,750	
						Access Control/Security System Repairs and Maintenance	6,000		
						FIDS/GIDS/PA Repairs & Maintenance	2,100		
						Cecco ADA Phone and Repairs	1,000		
						Crash Phone Upgrade and Repairs	2,750		
						Cisco Analog Line Converters	2,400		
						EASE Repairs and Maintenance	500		
						Operating Supplies			
ARA	770300	20	00	00		Operating Supplies		31,200	
						Utility Software Updates	5,900		
						Operating Supplies	9,000		
						UPS Testing and Batteries (Client Computers)	600		
						Three UPS Units for Communication Closets	3,350		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY							
ASHEVILLE REGIONAL AIRPORT							
Information Technology							
BASIC OPERATING BUDGET							
FY 2016-2017							
Fund		ARA					
Department	Information Technology						
Department #	20						
Cost Center	00						
Source	00						
							262,682
Account Code					Description	Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount
					Shipping	500	
					IT Inventory	3,000	
					Plotter Ink	1,200	
					Small Tools and Equipment	2,000	
					Apparel - Staff	400	
					Staff Mobile Phones and Accessories	5,250	
ARA	770300	20	10	00	Operating Supplies-Terminal		40,000
					EASE Bag Tag Stock, Boarding Pass Stock, Toner, Paper	40,000	
ARA	771000	20	00	00	Operating Furniture, Fixtures, Equipment and Software		90,520
					Greater than \$100 & up to \$5,000		
					Desktop (Rita)	1,375	
					Desktop (Laura)	1,375	
					Desktop (Hazel)	1,375	
					Desktop (Alex)	2,000	
					Desktop (David King)	2,000	
					Laptop (Suzie Baker)	2,500	
					Laptop (Shane)	2,900	
					Laptop (Ron)	2,400	
					Desktop (Daniella)	1,375	
					Desktop (Mike Foster)	1,375	
					Rugged Laptops (Patrol Vehicles)	15,000	
					Lt Office (Shared Personnel)	1,375	
					Desktop (Maint Shared Personnel)	1,250	
					Continuum - Access Control Server Software Upgrade	9,000	
					Video Recording Server for CCTV	15,500	
					AAAE - IET Training Workstations and Carrels	14,000	
					Adobe Creative Cloud (2 copies Full)	800	
					Adobe 12 Professional (1 Upgrades)	150	
					Windows 10 Upgrades (2 Upgrades)	400	
					Network Firewall	9,700	
					RS Technologies - ALIER CAD Custom Reports	1,800	
					Risevision	120	
					Office Furniture	1,800	
					AutoCad - Development and IT	950	
					Books, Publications, Subscriptions and Memberships		
ARA	780100	20	00	00	Dues & Memberships		1,425
					CBT Nuggets Subscription	1,200	
					Experts-Exchange Subscription	225	
ARA	780500	20	00	00	Books, Publications, Compact Disks, Videos & Subscriptions		3,700
					Network Solutions - Domain Name Renewals	2,500	
					Books & Subscriptions	1,200	
					TOTAL OPERATING EXPENSES		458,125
					SECTION TOTAL		819,247

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Information Technology
 Fiscal Year 2016/2017
 Variance Analysis

Acct #	Description	FY2016 Budget				FY2016 Estimated Actual				FY2015 Actual			FY 2014
		FY 2017 Budget	FY 2016 Budget	Increase/Decrease		FY 2016 Actual 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	262,682	258,471	4,211	1.63%	71,249	213,747	48,935	22.89%	218,596	44,086	20.17%	202,873
500016	Longevity	2,665	4,693	(2,028)	-43.21%	2,368	4,693	(2,028)	-43.21%	3,426	(761)	-22.21%	3,301
500020	Overtime	0	0	0	100%	0	0	0	100%	121	(121)	-100.00%	
500017	Medical Reimbursements	0	300	(300)	-100.00%	0	0	0	100%	100	(100)	-100.00%	100
500050	FICA Taxes	20,606	20,440	166	0.81%	5,582	16,746	3,860	23.05%	18,579	2,027	10.91%	15,591
500070	LGERS retirement	17,937	18,586	(649)	-3.49%	4,903	14,709	3,228	21.95%	16,861	1,076	6.38%	14,403
500080	401k	13,268	13,159	109	0.83%	3,681	11,043	2,225	20.15%	11,924	1,344	11.27%	10,166
500160	Medical	38,597	44,667	(6,070)	-13.59%	6,045	18,135	20,462	112.83%	35,068	3,529	10.06%	33,360
500260	Dental	2,274	2,448	(174)	-7.11%	456	1,368	906	66.23%	2,382	(108)	-4.53%	2,068
500360	Life Insurance	915	812	103	12.68%	185	555	360	64.86%	729	186	25.51%	607
500460	Disability	2,178	1,653	525	31.76%	409	1,227	951	77.51%	1,193	985	82.56%	1,084
	Total Benefits	95,775	102,065	(6,290)	-6.16%	21,261	63,783	31,992	50.16%	86,836	8,939	10.29%	77,379
	Total Personal Services	361,122	365,229	(4,107)	-1.12%	94,878	282,223	78,899	27.96%	308,979	52,143	16.88%	283,553
604000	Professional Services - General	7,000	3,000	4,000	133.33%	0	3,000	4,000	133.33%	447	6,553	1466.00%	5,796
604043	Website Maintenance	1,300	3,400	(2,100)	-61.76%	0	3,400	(2,100)	-61.76%	0	1,300	100%	3,100
644000	Computer Tech. Support	18,600	24,400	(5,800)	-23.77%	156	24,000	(5,400)	-22.50%	23,983	(5,383)	-22.45%	19,860
647000	Other Contractual Services	146,110	132,549	13,561	10.23%	30,856	115,500	30,610	26.50%	111,704	34,406	30.80%	114,311
650000	Travel, Per Diem, Conference Registration	14,800	12,200	2,600	21.31%	2,429	11,800	3,000	25.42%	9,264	5,536	59.76%	11,764
651000	Training & Education	5,950	4,500	1,450	32.22%	1,234	4,200	1,750	41.67%	1,297	4,653	358.75%	1,151
662000	Telecommunications	71,270	64,698	6,572	10.16%	29,935	89,805	(18,535)	-20.64%	74,903	(3,633)	-4.85%	61,566
664000	Rentals and Leases	11,500	11,500	(0)	0.00%	3,729	11,187	313	2.80%	11,267	233	2.07%	11,375
710000	General Repairs and Maintenance	14,750	12,150	2,600	21.40%	5,314	12,000	2,750	22.92%	25,355	(10,605)	-41.83%	10,856
770300	Operating Supplies	71,200	61,593	9,607	15.60%	10,221	55,000	16,200	29.45%	34,065	37,135	109.01%	31,197
771000	Operating Furniture, Fixtures and Equipment	90,520	26,500	64,020	241.58%	24,076	26,500	64,020	241.58%	17,661	72,859	412.54%	12,141
780100	Dues & Memberships	1,425	1,045	380	36.36%	150	1,045	380	36.36%	1,390	35	2.52%	415
780500	Books & Publications	3,700	4,000	(300)	-7.50%	581	4,000	(300)	-7.50%	1,805	1,895	104.99%	1,878
	Total Services & Mat'ls.	458,125	361,535	96,590	26.72%	108,681	361,437	96,688	26.75%	313,141	144,984	46.30%	285,410
	Department Total	819,247	726,764	92,483	12.73%	203,559	643,660	175,587	27.28%	622,120	197,127	31.69%	568,963

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Marketing & Public Relations
BASIC OPERATING BUDGET
FY 2016-2017

Fund	Acct.	Sec.	C.C.	Source	Description	Item Amount	Summary Amount	
ARA							144,716	
Fund		ARA						
Department		Marketing & Public Relations						
Department #		30						
Cost Center		00						
Source		00						
							144,716	
Account Code							Description	Item Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount	
PERSONNEL SERVICES								
ARA	500000	30	00	00	Salaries	144,718	144,718	
ARA	500016	30	00	00	Longevity	2,063	2,063	
ARA	500020	30	00	00	Overtime	-	-	
					Benefits:			
ARA	500017	30	00	00	Medical Reimbursements	-	53,754	
ARA	500050	30	00	00	FICA Taxes	11,559		
ARA	500070	30	00	00	LGERS retirement	9,923		
ARA	500080	30	00	00	401k	7,340		
ARA	500160	30	00	00	Medical	21,746		
ARA	500260	30	00	00	Dental	1,555		
ARA	500360	30	00	00	Life Insurance	475		
ARA	500460	30	00	00	Disability	1,156		
TOTAL PERSONNEL SERVICES								200,535
OPERATING EXPENSES								
					Professional Services			
ARA	604000	30	00	00	Professional Services - General		15,000	
					Air service development consulting - route analysis	15,000		
ARA	604016	30	00	00	Artwork and Creative Production		21,000	
					Creative production (tv, radio, pr videos, digital collateral, ot	9,000		
					Website updates (flight schedules & interactive forms)	12,000		
ARA	604017	30	00	00	Surveys, Reports & Data		1,000	
					Internal marketing surveys - process, supplies, incentives	1,000		
					Travel and Training			
ARA	650000	30	00	00	Travel, Per Diem, Conference Registration		20,400	
					ACI Marketing conference - Nov 2016	2,200		
					ACI Jumpstart conference - June 2017	2,200		
					NCAA meetings and annual conference	2,300		
					Marketing conference - Alex - MarCom - Nov 2016	2,200		
					Allegiant Air annual meeting - April 2017	2,000		
					Airline meeting travel expenses	1,800		
					Roundtables - Sabre, Seabury, Ailevon, etc. (We are hosting	-		
					AAAE Conference	2,500		
					AAAE - SE Chapter Annual meeting -Knoxville, May 2017	1,600		
					Local travel - Tina	3,600		
ARA	651000	30	00	00	Training & Education		-	
					Professional development courses	-		
					General Repairs and Maintenance			
ARA	710000	30	00	00	General Repairs and Maintenance		200	
					Piano tuning	200		
					Printing & Binding			
ARA	730000	30	00	00	Printing & Binding		6,800	
					Miscellaneous projects - annual report, brochures, etc.	2,800		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Marketing & Public Relations
BASIC OPERATING BUDGET
FY 2016-2017

Fund		ARA							
Department		Marketing & Public Relations							
Department #		30							
Cost Center		00							
Source		00							144,716
Account Code			Description					Item	Summary
Fund	Acct.	Sec.	C.C.	Source				Amount	Amount
							In-terminal displays & PR materials	4,000	
ARA	730001	30	00	00			Banners		1,500
							Updated banners	1,500	
							Promotional Activities		
ARA	740005	30	00	00			Radio		12,000
							Misc. radio	12,000	
ARA	740010	30	00	00			Billboards		32,500
							Billboard leases (outdoor, cinema screens, etc.)	30,000	
							Production costs	2,500	
ARA	740015	30	00	00			Print		15,100
							AVL - CVB Asheville Magazine - Journal Communications	2,100	
							Magazines & newspapers	13,000	
ARA	740020	30	00	00			TV		58,000
							Network - WLOS, WSPA, WYFF, FOX	48,000	
							Charter cable	10,000	
ARA	740030	30	00	00			Telephone Book		-
							Yellow Book	-	
ARA	740040	30	00	00			Web Advertising		42,440
							Per click & display advertising	38,000	
							Business to business marketing via email/web/Constant Contact	1,440	
							Social media advertising/contesting	3,000	
ARA	740050	30	00	00			Air Service Development		20,000
							Roundtable host and misc ASD costs	20,000	
ARA	740100	30	00	00			Other Promotional Events/Sponsorships		11,000
							Flyaways	6,000	
							Corp traveler loyalty program - internal process	5,000	
ARA	740101	30	00	00			Community Events/Exhibits/Sponsorships		38,000
							Sponsorships/events (misc - DTA5, FRP, Tourists, other)	23,000	
							Henderson Chamber sponsorships	5,000	
							Asheville Chamber sponsorships - including \$4,500 for 5x5	8,500	
							Customer appreciation events in terminal	1,500	
ARA	740115	30	00	00			Employee/Tenant Appreciation		1,950
							Tenant prizes for holiday décor contest	250	
							Tenant lunch	1,700	
							Operating Supplies		
ARA	770301	30	00	00			Art Program Supplies		1,000
							Supplies, promotional materials	1,000	
ARA	770305	30	00	00			Promotional Items		13,000
							Small items/large quantities - general & events	2,500	
							DTA5 promo items - 5 events	2,500	
							Carolina West	1,000	
							Apparel - promotional	3,000	
							Apparel - staff - restock	1,500	
							Large items / small quantities	2,500	
ARA	770310	30	00	00			Holiday Decorations		5,000
							Decorations - replacement lights, supplies	5,000	

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Marketing & Public Relations
BASIC OPERATING BUDGET
FY 2016-2017**

Fund	ARA						
Department	Marketing & Public Relations						
Department #	30						
Cost Center	00						
Source	00						
							144,716

Account Code					Description	Item Amount	Summary Amount
Fund	Acct.	Sec.	C.C.	Source			
ARA	771000	30	00	00	Operating Furniture, Fixtures, Equipment and Software Greater than \$100 & up to \$5,000		5,000
					8x8 stage for passenger appreciation events	1,750	
					Skirting for stage	400	
					Camera lens - needed for professional quality photos for we	1,000	
					Display cabinet for admin reception area	500	
					New pots for plants in terminal (matching)	1,200	
					Prize wheel	150	
					Books, Publications, Subscriptions and Memberships		
ARA	780100	30	00	00	Dues & Memberships		4,477
					Asheville Chamber	702	
					Haywood Chamber	580	
					Hendersonville Chamber	495	
					Jackson Chamber	210	
					Madison Chamber	300	
					McDowell Chamber	205	
					Mitchell County Chamber	350	
					Polk Chamber	375	
					Rutherford Chamber	250	
					Transylvania/Brevard Chamber	375	
					Yancey Chamber	280	
					AAAE	275	
					SEC AAAE	35	
					NCAA	45	
ARA	780500	30	00	00	Books, Publications, Compact Disks, Videos & Subscriptions		975
					Photos - royalty free	500	
					Citizen-Times subscription	250	
					Times-News subscription	225	
TOTAL OPERATING EXPENSES							326,342
SECTION TOTAL							526,877

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Marketing & Public Relations
Fiscal Year 2016/2017
Variance Analysis

Acct #	Description	FY2016 Budget				FY2016 Estimated Actual				FY2015 Actual			FY 2014
		FY 2017 Budget	FY 2016 Budget	Increase/Decrease		FY 2016 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	144,718	144,716	2	0.00%	48,038	144,114	604	0.42%	134,238	10,480	7.81%	115,984
500016	Longevity	2,063	1,890	173	9.15%	1,935	1,935	128	6.61%	0	2,063	100%	0
500020	Overtime	0	500	(500)	-100.00%	0	0	0	100%	0	0	100%	0
500017	Medical Reimbursements	0	200	(200)	-100.00%	0	200	(200)	-100.00%	0	0	100%	100
500050	FICA Taxes	11,559	11,545	14	0.12%	3,844	11,532	27	0.23%	10,011	1,548	15.46%	8,894
500070	LGERS retirement	9,923	10,343	(420)	-4.06%	3,367	10,101	(178)	-1.76%	9,155	768	8.39%	8,008
500080	401k	7,340	7,330	10	0.14%	2,499	7,497	(157)	-2.09%	6,474	866	13.38%	5,664
500160	Medical	21,746	21,604	142	0.66%	5,689	17,067	4,679	27.42%	16,727	5,019	30.01%	15,169
500260	Dental	1,555	1,414	141	9.97%	469	1,407	148	10.52%	1,383	172	12.44%	1,231
500360	Life Insurance	475	432	43	9.95%	144	432	43	9.95%	421	54	12.83%	321
500460	Disability	1,156	1,051	105	9.99%	350	1,050	106	10.10%	777	379	48.78%	569
	Total Benefits	53,754	53,919	(165)	-0.31%	16,362	49,286	4,468	9.07%	44,948	8,806	19.59%	39,956
	Total Personal Services	200,535	201,025	(490)	-0.24%	66,335	195,335	5,200	2.66%	179,186	21,349	11.91%	155,940
604000	Professional Services - General	15,000	12,000	3,000	25.00%	0	15,000	0	0.00%	0	15,000	100%	0
604016	Artwork and Creative Production	21,000	24,281	(3,281)	-13.51%	12,403	26,781	(5,781)	-21.59%	17,076	3,924	22.98%	17,781
604017	Surveys, Reports & Data	1,000	14,300	(13,300)	-93.01%	8,713	14,300	(13,300)	-93.01%	3,200	(2,200)	-68.75%	6,391
650000	Travel, Per Diem, Conference Registration	20,400	19,000	1,400	7.37%	5,772	19,000	1,400	7.37%	10,929	9,471	86.66%	12,245
651000	Training & Education	0	250	(250)	-100.00%	0	0	0	100%	86	(86)	-100.00%	320
710000	General Repairs and Maintenance	200	400	(200)	-50.00%	0	200	0	0.00%	125	75	60.00%	0
730000	Printing & Binding	6,800	4,800	2,000	41.67%	3,245	5,000	1,800	36.00%	5,592	1,208	21.60%	3,952
730001	Banners	1,500	2,000	(500)	-25.00%	176	2,000	(500)	-25.00%	577	923	159.97%	2,181
740005	Radio	12,000	12,000	0	0.00%	0	12,000	0	0.00%	14,019	(2,019)	-14.40%	18,654
740010	Billboards	32,500	32,500	0	0.00%	3,000	30,000	2,500	8.33%	32,150	350	1.09%	35,770
740015	Print	15,100	15,100	0	0.00%	2,890	15,100	0	0.00%	15,683	(583)	-3.72%	18,861
740020	TV	58,000	68,290	(10,290)	-15.07%	17,140	66,390	(8,390)	-12.64%	44,830	13,170	29.38%	62,900
740030	Telephone Book	0	300	(300)	-100.00%	0	0	0	100%	298	(298)	-100.00%	900
740040	Web Advertising	42,440	50,895	(8,455)	-16.61%	10,733	49,895	(7,455)	-14.94%	40,568	1,872	4.61%	38,219
740050	Air Service Development	20,000	750	19,250	2566.67%	0	500	19,500	3900.00%	369	19,631	5320.05%	507
740100	Promotional Events/Sponsorships	11,000	16,000	(5,000)	-31.25%	3,725	14,000	(3,000)	-21.43%	12,588	(1,588)	-12.62%	17,819
740101	Other Community Events/Exhibits/Sponsorship	38,000	68,000	(30,000)	-44.12%	9,876	44,000	(6,000)	-13.64%	22,689	15,311	67.48%	41,931
740115	Employee/Tenant Appreciation	1,950	1,700	250	14.71%	221	1,700	250	14.71%	1,707	243	14.24%	1,618
770301	Art Program	1,000	2,500	(1,500)	-60.00%	350	1,100	(100)	-9.09%	782	218	27.88%	1,063
770305	Promotional Items	13,000	15,800	(2,800)	-17.72%	2,814	15,800	(2,800)	-17.72%	10,175	2,825	27.76%	9,614
770310	Holiday Decorations	5,000	500	4,500	900.00%	112	500	4,500	900.00%	4,616	384	8.32%	7,282
771000	Operating Furniture, Fixtures and Equipment	5,000	4,100	900	21.95%	3,474	4,100	900	21.95%	97	4,903	5054.64%	874
780100	Dues & Memberships	4,477	4,687	(210)	-4.48%	389	4,500	(23)	-0.51%	5,035	(558)	-11.08%	4,565
780500	Books & Publications	975	775	200	25.81%	211	775	200	25.81%	365	610	167.12%	359
	Total Services & Mat'ls.	326,342	370,928	(44,586)	-12.02%	85,244	342,641	(16,299)	-4.76%	243,556	82,786	33.99%	303,806
	Department Total	526,877	571,953	(45,076)	-7.88%	151,579	537,976	(11,099)	-2.06%	422,742	104,135	24.63%	459,746

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY								
ASHEVILLE REGIONAL AIRPORT								
Operations								
BASIC OPERATING BUDGET								
FY 2016-2017								
Fund		ARA						
Department	Operations							
Department #	40							
Cost Center	00							
Source	00							1,026,320
Account Code		Description				Item	Summary	
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount	
PERSONNEL SERVICES								
ARA	500000	40	10	00	Salaries	1,067,945	1,067,945	
ARA	500016	40	10	00	Longevity	20,360	20,360	
ARA	500020	40	10	00	Overtime	32,000	32,000	
					Benefits:			
ARA	500017	40	10	00	Medical Reimbursements	-	554,343	
ARA	500050	40	10	00	FICA Taxes	86,798		
ARA	500070	40	10	00	LGERS retirement	75,598		
ARA	500080	40	10	00	401k	55,916		
ARA	500160	40	10	00	Medical	304,640		
ARA	500260	40	10	00	Dental	17,833		
ARA	500360	40	10	00	Life Insurance	4,529		
ARA	500460	40	10	00	Disability	9,029		
TOTAL PERSONNEL SERVICES								1,674,648
OPERATING EXPENSES								
Professional Services								
ARA	641000	40	10	00	Temporary Help		87,000	
					Temporary Help	87,000		
Contractual Services								
ARA	645000	40	60	00	Landscaping		9,420	
					RAC Contract	9,420		
ARA	646500	40	80	00	Parking Management Contract		412,741	
					Payroll, Benefits & Operating Expenses	344,636		
					Management Fee	68,105		
ARA	646600	40	80	00	Parking Management Shuttle		150,000	
					Payroll & Benefits	150,000		
ARA	647000	40	10	00	Other Contractual Services		71,968	
					Automatic Door Contract	6,800		
					Uniform Cleaning & Mats (Maintenance & Janitorial)	16,000		
					Loading Bridge Maintenance Contract	4,100		
					Load Bank Generator Test	3,200		
					State & NCDOL Inspections	1,000		
					Fire Sprinkler Inspections/Backflow/Halation/Crane	4,300		
					Waste Removal & Recycling	13,285		
					RAC Waste Removal and Recycling	4,500		
					Pest Control	1,750		
					RAC Pest Control	533		
					Wildlife Program	12,000		
					Lobby Plants	4,500		
ARA	700100	40	10	00	Elevator Maintenance Contract		2,280	
					Elevator Maintenance Contract	2,280		
ARA	700200	40	10	00	Fire Alarm Systems Contract		15,500	
					Fire Alarm Systems-Infinity & Monitoring fees	1,000		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Operations
BASIC OPERATING BUDGET
FY 2016-2017

								1,026,320
Account Code		Description					Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount	
Fund		ARA						
Department		Operations						
Department #		40						
Cost Center		00						
Source		00						
							1,026,320	
						14,500		
						144,264		
						21,667		
						1,000		
						800		
						2,500		
						4,200		
						2,400		
ARA	650000	40	10	00	Travel, Per Diem, Conference Registration		10,900	
						1,000		
						800		
						2,500		
						4,200		
						2,400		
ARA	651000	40	10	00	Training & Education		2,000	
						500		
						1,500		
						144,264		
ARA	681500	40	20	00	Electricity TH4698 Landside Restaurant & GRAA Storage areas		21,667	
						4,943		
						16,724		
ARA	682500	40	20	00	Electricity TH4217 DPS Bldg Old		1,000	
						1,000		
ARA	689400	40	20	10	Electricity TR2714 DPS Bldg New		17,000	
						17,000		
ARA	683000	40	20	00	Electricity TK0203 Maint Bldgs		12,600	
						12,600		
ARA	683500	40	20	00	Electricity W10456 Vgate-8AW		430	
						430		
ARA	684000	40	20	00	Electricity S93746 GA Sewer Lift		775	
						775		
ARA	685600	40	20	00	Electricity TF3027 480V TAFRDP		130,891	
						130,891		
ARA	686000	40	20	00	Electricity YK5320 Cargo Bldg		-	
						-		
ARA	688500	40	60	00	Electricity RAC CAM S83383		14,000	
						14,000		
ARA	689000	40	80	00	Electricity TH6583 WBW St Light		5,060	
						5,060		
ARA	689200	40	80	00	Electricity YT5631 LowerOverflow		2,033	
						2,033		
ARA	689300	40	20	00	Electricity Lav Cart Dump Station		-	
						-		
ARA	690000	40	10	00	Nat Gas 635822 Terminal		24,454	
						24,454		
ARA	691500	40	20	00	Nat Gas 568135 Operations Office Bldg A (East)		11,586	
						11,586		
ARA	692000	40	20	00	Nat Gas 446155 Main Bldg B (West)		6,031	
						6,031		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY							
ASHEVILLE REGIONAL AIRPORT							
Operations							
BASIC OPERATING BUDGET							
FY 2016-2017							
Fund		ARA					
Department	Operations						
Department #	40						
Cost Center	00						
Source	00						
							1,026,320
Account Code				Description		Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount
ARA	692500	40	20	00	Nat Gas 384909 DPS Bldg Old		2,060
					43 Terminal Dr (2-1981-0440-0092)	2,060	
ARA	690300	40	20	00	Nat Gas 508999/509070 DPS Bldg New		7,000
					136 Wright Brothers Way (2-2101-0054-6510)	7,000	
ARA	695000	40	10	00	Water 11946022/11946024 Term		32,000
					61 Terminal Dr (2111887-1140018)	32,000	
ARA	695100	40	20	00	Water - Deicing Truck Water Station		2,000
					61 Terminal Dr	2,000	
ARA	695500	40	00	00	Water 47313873 Maint Bldg A E		-
					15 Aviation Way (2111879-1339978)	-	
ARA	696000	40	20	00	Water 11703893 Public Saf Bldg-Old		250
					43 Terminal Dr (2111883-1139998)	250	
ARA	697600	40	20	00	Water 102059 Public Saf Bldg-New		4,800
					136 Wright Brothers Way (1264268/139442887)	4,800	
ARA	696500	40	20	00	Water 12439009 Air Cargo Bldg		-
					41 Terminal Dr (2111885-1140008)	-	
ARA	697500	40	20	00	Water 11459507/70162311 New Maint Bldg (East)		2,833
					15 Aviation Way (2111887-1580708)	2,833	
ARA	698000	40	60	00	Water 11946005/70182576 RAC		19,570
					65 Rental Car Dr (2293169-1587918)	19,570	
ARA	698500	40	80	00	Water 1013844 Toll Plaza Office		1,431
					70 Terminal Dr	1,431	
General Repairs and Maintenance							
ARA	710100	40	10	00	Terminal, Buildings and Grounds		155,000
					Terminal, Building & Grounds General Repairs	22,500	
					Door Hardware	4,500	
					Forbo Replacement	4,000	
					Terminal & Grounds Lighting Fixtures and bulbs	12,000	
					Baggage Belts	5,000	
					Equipment Rental	6,500	
					Roofing Maintenance	5,000	
					HVAC Repairs	11,000	
					Signs	8,000	
					Lime, Fertilizer, Mulch & Plants	13,000	
					Loading Bridges, PC Air/GPU's	13,000	
					RAC Light Poles, Fencing, Backflow/Fire Line & Building	12,000	
					Light Poles, Fencing.	5,000	
					Crosswalk Sealing (1)	7,500	
					Sewer Cleanout & Repair	3,000	
					Pavement Maintenance Program	13,000	
					Rental Homes, Advantage West, DPS, CAP, & WNC Building	10,000	
ARA	710200	40	20	00	Vehicles and Heavy Equipment		69,500
					Airfield Vehicles & Heavy Equipment	50,000	
					Landside Vehicles & Heavy Equipment	15,000	
					Authority Vehicle Tax & Tags	4,500	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY								
ASHEVILLE REGIONAL AIRPORT								
Operations								
BASIC OPERATING BUDGET								
FY 2016-2017								
Fund		ARA						
Department		Operations						
Department #		40						
Cost Center		00						
Source		00					1,026,320	
Account Code		Description					Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount	
ARA	710300	40	20	00	Airport and Airfield Equipment		18,000	
					Airfield Lighting, Runway Painting, & Electrical Vault	18,000		
					Printing & Binding			
ARA	730000	40	10	00	Printing & Binding		1,500	
					Printing & Binding, Forms/Permits/	1,500		
					Promotional Activities			
ARA	740115	40	10	00	Employee/Tenant Appreciation		600	
					Employee/Conference Hosting/Snow Team Food	600		
					Operating Supplies			
ARA	770100	40	10	00	Vehicle Fuel		38,000	
					Vehicle Fuel	38,000		
ARA	770200	40	10	00	Shop Supplies		3,000	
					Shop Supplies	3,000		
ARA	770300	40	10	00	Operations Supplies		13,000	
					Operating Supplies	3,000		
					Finger Print/Badging	10,000		
ARA	770400	40	10	00	Chemicals & Safety		74,600	
					Chemicals & Safety	4,100		
					De-icing Chemicals	68,000		
					Safety Program Supplies	2,500		
ARA	770500	40	10	00	Small Tools and Equipment		7,000	
					Small Tools & Equipment	7,000		
ARA	770600	40	10	00	Custodial Supplies		19,000	
					Cleaning Supplies/Mop Heads/Trash Can Liners etc.	19,000		
ARA	770650	40	10	00	Custodial Consumables		41,000	
					Soap/Paper Towels/Toilet Paper/Seat Covers	41,000		
ARA	771000	40	10	00	Operating Furniture, Fixtures, Equipment and Software		2,500	
					Greater than \$100 & up to \$5,000			
						2,500		
ARA	771500	40	10	00	Uniforms		2,500	
					Employee Shoe Allowance	1,000		
					Winter Weather Gear	1,100		
					Prescription Safety Glasses	400		
					Books, Publications, Subscriptions and Memberships			
ARA	780100	40	10	00	Dues & Memberships		1,900	
					AAAE-5	1,375		
					SEC-7	245		
					NCAA Annual Dues 7	280		
ARA	780500	40	10	00	Books, Publications, Compact Disks, Videos & Subscriptions		500	
						500		
ARA	780503	40	10	00	Licenses & Certifications		660	
					CDL Licenses	500		
					NC Fire Sprinkler Licenses	160		
TOTAL OPERATING EXPENSES							1,673,804	
SECTION TOTAL							3,348,452	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Operations
Fiscal Year 2016/2017
Variance Analysis

Acct #	Description	FY2016 Budget				FY2016 Estimated Actual				FY2015 Actual			FY 2014
		FY 2017 Budget	FY 2016 Budget	Increase/Decrease		FY 2016 Actual 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	1,067,945	1,020,538	47,407	4.65%	345,114	1,070,759	(2,814)	-0.26%	952,058	115,887	12.17%	901,750
500016	Longevity	20,360	21,494	(1,134)	-5.28%	6,409	21,494	(1,134)	-5.28%	19,393	967	4.99%	17,555
500020	Overtime	32,000	30,000	2,000	6.67%	8,409	25,227	6,773	26.85%	38,914	(6,914)	-17.77%	29,776
500017	Medical Reimbursements	0	400	(400)	-100.00%	0	0	0	100%	300	(300)	-100.00%	400
500050	FICA Taxes	86,798	83,047	3,751	4.52%	26,296	81,598	5,200	6.37%	74,128	12,670	17.09%	69,804
500070	LGERS retirement	75,598	75,680	(82)	-0.11%	24,250	75,145	453	0.60%	71,025	4,573	6.44%	65,974
500080	401k	55,916	53,602	2,314	4.32%	17,892	55,446	470	0.85%	50,171	5,745	11.45%	46,657
500160	Medical	304,640	305,323	(683)	-0.22%	72,337	222,623	82,017	36.84%	225,313	79,327	35.21%	232,665
500260	Dental	17,833	16,460	1,373	8.34%	4,958	15,154	2,679	17.68%	14,655	3,178	21.69%	14,460
500360	Life Insurance	4,529	3,916	613	15.65%	1,235	3,821	708	18.53%	3,737	792	21.19%	3,357
500460	Disability	9,029	6,633	2,396	36.12%	2,546	7,952	1,077	13.54%	5,721	3,308	57.82%	5,377
	Total Benefits	554,343	545,061	9,282	1.70%	149,514	461,739	92,604	20.06%	445,050	109,293	24.56%	438,694
	Total Personal Services	1,674,648	1,617,093	57,555	3.56%	509,446	1,579,219	95,429	6.04%	1,455,415	219,233	15.06%	1,387,775
641000	Temporary Help	87,000	85,000	2,000	2.35%	27,563	82,689	4,311	5.21%	106,806	(19,806)	-18.54%	68,834
645000	Landscaping	9,420	9,420	0	0.00%	3,140	9,420	0	0.00%	9,420	0	0.00%	9,420
646500	Parking Management Contract	412,741	400,720	12,021	3.00%	139,973	400,720	12,021	3.00%	357,459	55,282	15.47%	372,970
646600	Parking Management - Shuttle	150,000	125,000	25,000	20.00%	0	125,000	25,000	20.00%	0	0	0.00%	0
647000	Other Contractual Services	71,968	72,668	(700)	-0.96%	22,203	70,000	1,968	2.81%	63,682	8,286	13.01%	53,250
700100	Elevator Maintenance Contract	2,280	2,280	0	0.00%	0	2,280	0	0.00%	3,316	(1,036)	-31.24%	4,223
700200	Fire Alarm Systems Contract	15,500	15,500	0	0.00%	8,049	15,500	0	0.00%	14,314	1,186	8.29%	14,305
650000	Travel, Per Diem, Conference Registration	10,900	13,100	(2,200)	-16.79%	2,082	13,000	(2,100)	-16.15%	6,074	4,826	79.45%	15,591
651000	Training & Education	2,000	8,000	(6,000)	-75.00%	4,107	8,000	(6,000)	-75.00%	5,448	(3,448)	-63.29%	989
681000	Electricity TA8918 Terminal 208	144,264	140,062	4,202	3.00%	61,297	160,000	(15,736)	-9.84%	136,364	7,900	5.79%	132,324
681500	Electricity TH4698 Restaurant	21,667	21,667	0	0.00%	1,685	5,055	16,612	328.63%	4,911	16,756	341.19%	4,564
682100	Electricity TJ0142 Adv West	0	0	0	0.00%	535	535	0	0.00%	0	0	0.00%	0
682500	Electricity TD0460 DPS Bldg-Old	1,000	4,200	(3,200)	-76.19%	919	2,757	(1,757)	-63.73%	4,443	(3,443)	-77.49%	9,828
689400	Electricity TR2714 ARFF Facility	17,000	23,600	(6,600)	-27.97%	6,363	19,089	(2,089)	-10.94%	19,030	(2,030)	-10.67%	0
683000	Electricity TF6197 Maint Bldg	12,600	12,233	367	3.00%	4,394	13,182	(582)	-4.42%	12,114	486	4.01%	11,700
683500	Electricity W10456 Vgate-8AW	430	414	16	3.86%	122	366	64	17.49%	384	46	11.98%	389
684000	Electricity S93746 GA Sewer Lift	775	775	0	0.00%	188	580	195	33.62%	691	84	12.16%	765
685600	Electricity TF3027 480V TAFRDP	130,891	130,891	0	0.00%	35,818	120,000	10,891	9.08%	125,717	5,174	4.12%	124,586
686000	Electricity YK5320 Cargo Bldg	0	801	(801)	-100.00%	684	684	(684)	-100.00%	1,005	(1,005)	-100.00%	536
688500	Electricity RAC CAM S83383	14,000	14,000	0	0.00%	4,298	13,294	706	5.31%	13,150	850	6.46%	13,708
689000	Electricity TH6583 WBW St Light	5,060	4,913	147	2.99%	1,993	6,000	(940)	-15.67%	4,580	480	10.48%	5,133
689200	Electricity YT5631 Lower Overflow	2,033	1,974	59	2.99%	944	2,900	(867)	-29.90%	2,277	(244)	-10.72%	1,361
689300	Electricity SA3067 Lav Cart	0	0	0	100%	0	0	0	100%	(149)	149	-100.00%	418
690000	Natural Gas 635822 Terminal	24,454	24,454	0	0.00%	1,775	24,000	454	1.89%	20,973	3,481	16.60%	24,418
690100	Natural Gas 199606 Adv West	0	0	0	0.00%	75	189	0	0.00%	0	0	0.00%	0
691500	Natural Gas 568135 Operations	11,586	11,249	337	3.00%	527	11,200	386	3.45%	10,179	1,407	13.82%	10,726
692000	Natural Gas 446155 Main Bldg A West	6,031	5,855	176	3.01%	275	5,800	231	3.98%	4,945	1,086	21.96%	5,579
692500	Natural Gas 384909 DPS Bldg-Old	2,060	2,000	60	3.00%	94	2,000	60	3.00%	2,679	(619)	-23.11%	2,798
690300	Natural Gas 580999/509070 DPS Bldg-New	7,000	7,000	0	0.00%	361	7,000	0	0.00%	3,852	3,148	81.72%	0
695000	Water 70185431/70185433 Term	32,000	32,000	0	0.00%	8,798	32,000	0	0.00%	23,613	8,387	35.52%	33,883
695100	Water - Deicing Truck Water Station	2,000	0	2,000	100%	0	0	2,000	100%	0	2,000	100%	0
695500	Water 12439005 Adv West	0	0	0	100%	110	566	(566)	-100.00%	0	0	100%	0
696000	Water 37667083 Public Saf Bldg-Old	250	250	0	0.00%	195	585	(335)	-57.26%	551	(301)	-54.63%	731
697600	Water 1264268/139442887 DPS-New	4,800	4,800	0	0.00%	1,498	4,800	0	0.00%	6,190	(1,390)	-22.46%	0
696500	Water 83562624 Air Cargo Bldg	0	150	(150)	-100.00%	112	347	(347)	-100.00%	138	(138)	-100.00%	88
697500	Water 70162311 New Maint Bldg	2,833	2,750	83	3.02%	877	2,750	83	3.02%	2,604	229	8.79%	2,666
698000	Water 70182576/70182577 RAC	19,570	19,000	570	3.00%	6,464	19,000	570	3.00%	15,557	4,013	25.80%	16,768

Acct #	Description	FY 2017 Budget	FY2016 Budget				FY2016 Estimated Actual				FY2015 Actual			FY 2014
			FY 2016 Budget	Increase/Decrease		FY 2016 al 4 Months	FY 2016 Estimate	Increase/Decrease		FY 2015 Actual	Increase/Decrease		FY 2014 Actual	
				Amount	Percent			Amount	Percent		Amount	Percent		
698500	Water 1013844 Toll Plaza Office	1,431	1,389	42	3.02%	0	0	1,431	100%	0	1,431	100%	0	
710100	Terminal, Buildings and Grounds	155,000	157,000	(2,000)	-1.27%	46,042	157,000	(2,000)	-1.27%	144,173	10,827	7.51%	89,828	
710200	Vehicles and Heavy Equipment	69,500	68,451	1,049	1.53%	15,947	68,000	1,500	2.21%	66,730	2,770	4.15%	55,639	
710300	Airport and Airfield Equipment	18,000	18,000	0	0.00%	3,850	18,000	0	0.00%	17,991	9	0.05%	6,087	
730000	Printing & Binding	1,500	1,500	0	0.00%	469	1,500	0	0.00%	1,810	(310)	-17.13%	1,481	
740115	Employee/Tenant Appreciation	600	500	100	20.00%	0	500	100	20.00%	584	16	2.74%	312	
770100	Vehicle Fuel	38,000	38,000	0	0.00%	9,468	32,500	5,500	16.92%	35,146	2,854	8.12%	37,416	
770200	Shop Supplies	3,000	4,000	(1,000)	-25.00%	832	4,000	(1,000)	-25.00%	1,175	1,825	155.32%	3,388	
770300	Operating Supplies	13,000	18,690	(5,690)	-30.44%	3,060	16,000	(3,000)	-18.75%	9,539	3,461	36.28%	15,570	
770400	Chemicals & Safety	74,600	72,100	2,500	3.47%	913	72,000	2,600	3.61%	37,320	37,280	99.89%	38,984	
770500	Small Tools and Equipment	7,000	7,500	(500)	-6.67%	2,020	7,200	(200)	-2.78%	6,857	143	2.09%	6,527	
770600	Custodial Supplies	19,000	18,000	1,000	5.56%	9,510	18,000	1,000	5.56%	18,629	371	1.99%	19,158	
770650	Custodial Consumables	41,000	36,000	5,000	13.89%	15,513	35,996	5,004	13.90%	29,273	11,727	40.06%	27,500	
771000	Operating Furniture, Fixtures and Equipment	2,500	1,500	1,000	66.67%	0	1,500	1,000	66.67%	2,766	(266)	-9.62%	327	
771500	Uniforms	2,500	3,500	(1,000)	-28.57%	347	3,500	(1,000)	-28.57%	1,585	915	57.73%	1,145	
780100	Dues & Memberships	1,900	3,250	(1,350)	-41.54%	555	3,250	(1,350)	-41.54%	1,405	495	35.23%	1,115	
780500	Books & Publications	500	500	0	0.00%	275	500	0	0.00%	85	415	488.24%	0	
780503	Licenses & Certifications	660	660	0	0.00%	0	660	0	0.00%	540	120	22.22%	575	
	Total Services & Mat'ls.	1,673,804	1,647,266	26,538	1.61%	456,319	1,621,394	53,134	3.28%	1,357,925	165,879	12.22%	1,247,603	
	Department Total	3,348,452	3,264,359	84,093	2.58%	965,765	3,200,613	148,563	4.64%	2,813,340	385,112	13.69%	2,635,378	

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Public Safety
BASIC OPERATING BUDGET
FY 2016-2017

Fund		ARA								
Department		Public Safety								
Department #		50								
Cost Center		00								
Source		00								922,419

Account Code			Description				Item	Summary
Fund	Acct.	Sec.	C.C.	Source		Amount	Amount	
					General Repairs and Maintenance			
ARA	710000	50	20	00	General Repairs and Maintenance		3,000	
					Maintenance	3,000		
					Operating Supplies			
ARA	770300	50	20	00	Operating Supplies		22,831	
					First Aid Supplies	3,500		
					Training Supplies (ammunition, foam, etc)	8,000		
					Additional Foam for new truck (440 gallons)	11,331		
ARA	770400	50	20	00	Chemicals & Safety		3,000	
					Chemicals & Safety	3,000		
ARA	770500	50	20	00	Small Tools and Equipment		4,000	
					Small Tools & Equipment	4,000		
ARA	771000	50	20	00	Operating Furniture, Fixtures, Equipment and Software		6,000	
					Greater than \$100 & up to \$5,000			
					Station Furniture	1,000		
					Radio Equipment	5,000		
ARA	771500	50	20	00	Uniforms		10,500	
					Uniforms (Police and Fire Class A's and Utility)	7,260		
					Duty Boots	1,440		
					Body Armor	1,800		
ARA	780501	50	20	00	Firefighter Equipment		2,500	
					Turnout Gear & SCBA Masks (New Hire or Damage)	2,500		
					Books, Publications, Subscriptions and Memberships			
ARA	780100	50	20	00	Dues & Memberships		2,275	
					ALEAN	450		
					ARFFWG	300		
					AAAE	275		
					NCAA	45		
					SECAAEE	35		
					Buncombe Co FF Assoc	150		
					Buncombe Co Fire Chief's Assoc	150		
					Henderson Co FF Assoc	150		
					International Assoc of Chief's of Police	170		
					NC Association of Chief's of Police	150		
					NC Assoc of Rescue Squads and EMS	400		
ARA	780500	50	20	00	Books, Publications, Compact Disks, Videos & Subscriptions		300	
					Books, Publications. Compact Disks, Videos & Subscrip.	300		
TOTAL OPERATING EXPENSES								84,697
SECTION TOTAL								1,430,815

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Public Safety

Fiscal Year 2016/2017

Variance Analysis

Acct #	Description	FY 2017 Budget	FY2016 Budget		FY2016 Estimated Actual				FY2015 Actual			FY2014	
			FY 2016 Budget	Increase/Decrease Amount	Increase/Decrease Percent	FY 2016 4 Months	FY 2016 Estimate	Increase/Decrease Amount	Increase/Decrease Percent	FY 2015 Actual	Increase/Decrease Amount	Increase/Decrease Percent	FY 2014 Actual
500000	Salaries	815,831	827,482	(11,651)	-1.41%	274,695	824,085	(8,254)	-1.00%	769,994	45,837	5.95%	727,334
500016	Longevity	14,369	12,592	1,777	14.11%	2,457	12,592	1,777	14.11%	11,611	2,758	23.75%	10,197
500020	Overtime	57,872	57,872	0	0.00%	30,542	91,626	(33,754)	-36.84%	26,877	30,995	115.32%	22,273
500090	LEO Special Separation Allowance	37,780	24,118	13,662	56.65%	8,039	24,117	13,663	56.65%	24,118	13,662	56.65%	25,141
500017	Medical Reimbursements	0	200	(200)	-100.00%	0	0	0	100%	0	0	100%	200
500050	FICA Taxes	71,533	69,402	2,131	3.07%	23,358	70,074	1,459	2.08%	60,880	10,653	17.50%	59,909
500070	LGERS retirement	63,497	66,462	(2,965)	-4.46%	21,643	64,929	(1,432)	-2.21%	58,017	5,480	9.45%	55,387
500080	401k	44,404	44,898	(494)	-1.10%	15,426	46,278	(1,874)	-4.05%	39,222	5,182	13.21%	38,266
500160	Medical	218,603	223,433	(4,830)	-2.16%	58,457	175,371	43,232	24.65%	179,818	38,785	21.57%	174,470
500260	Dental	12,330	12,235	95	0.78%	3,443	10,329	2,001	19.37%	11,173	1,157	10.36%	10,623
500360	Life Insurance	3,279	3,089	190	6.15%	943	2,829	450	15.91%	2,775	504	18.16%	2,469
500460	Disability	6,620	6,082	538	8.85%	1,885	5,655	965	17.06%	4,290	2,330	54.31%	4,359
	Total Benefits	420,266	425,801	(5,535)	-1.30%	125,155	375,465	44,801	11.93%	356,175	64,091	17.99%	345,683
	Total Personal Services	1,346,118	1,347,865	(1,747)	-0.13%	440,888	1,327,885	18,233	1.37%	1,188,775	157,343	13.24%	1,130,628
604000	Professional Services General		0			0				980			
647000	Other Contractual Services	6,710	6,910	(200)	-2.89%	2,207	6,900	(190)	-2.75%	4,633	2,077	44.83%	3,530
650000	Travel, Per Diem, Conference Registration	10,541	10,800	(259)	-2.40%	5,411	11,035	(494)	-4.48%	12,878	(2,337)	-18.15%	7,821
651000	Training & Education	11,600	11,600	0	0.00%	3,403	11,115	485	4.36%	12,952	(1,352)	-10.44%	12,679
662000	Telecommunications	0	0	0	100%	0	0	0	100%	0	0	100%	1,257
663000	Online Services	1,440	1,440	0	0.00%	240	1,440	0	0.00%	1,441	(1)	-0.07%	1,441
710000	General Repairs and Maintenance	3,000	3,000	0	0.00%	358	2,500	500	20.00%	2,233	767	34.35%	2,894
770300	Operating Supplies	22,831	11,550	11,281	97.67%	3,301	11,500	11,331	98.53%	4,779	18,052	377.74%	1,937
770400	Chemicals & Safety	3,000	3,000	0	0.00%	136	2,500	500	20.00%	2,637	363	13.77%	2,712
770500	Small Tools and Equipment	4,000	3,900	100	2.56%	3,575	4,200	(200)	-4.76%	3,619	381	10.53%	4,673
771000	Operating Furniture, Fixtures and Equipment	6,000	6,500	(500)	-7.69%	861	6,000	0	0.00%	10,252	(4,252)	-41.47%	375
771500	Uniforms	10,500	10,500	0	0.00%	3,936	9,000	1,500	16.67%	5,630	4,870	86.50%	13,661
780501	Firefighter Equipment	2,500	2,500	0	0.00%	0	2,500	0	0.00%	2,204	296	13.43%	2,626
780100	Dues & Memberships	2,275	2,470	(195)	-7.89%	1,140	2,800	(525)	-18.75%	1,923	352	18.30%	1,588
780500	Books & Publications	300	500	(200)	-40.00%	282	500	(200)	-40.00%	460	(160)	-34.78%	142
	Total Services & Mat'ls.	84,697	74,670	10,027	13.43%	24,850	71,990	12,707	17.65%	66,621	19,056	28.60%	57,336
	Department Total	1,430,815	1,422,535	8,280	0.58%	465,738	1,399,875	30,940	2.21%	1,255,396	176,399	14.05%	1,187,964

Comments:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Public Safety

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement			
<input type="checkbox"/>	Equipment and Small Capital Outlay		Fund	ARA
<input type="checkbox"/>	Renewal and Replacement		Department Number	50
<input checked="" type="checkbox"/>	Personnel Request		Cost Center	20

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	50	0	0	Four additional Public Safety Officers to meet requirements for Index C Operations	\$ 288,256

FAR Part 139 requires that an Index C airport be able to respond 2 ARFF vehicles, 1 within 3 minutes and the second within 4 minutes, of any alert. In order to maintain 2 personnel at the Public Safety Facility for Fire Stand-by to meet this requirement, and 2 personnel for patrol and call response, it is necessary to add one additional person per shift.

Salary \$ 35,992
Benefits \$ 31,217

One Time Cost Items:
FAR Live Burn Training \$ 4,000.00
Station Furniture \$ 2,000.00
Radios \$ 2,500.00
Uniforms \$ 8,320.00
Body Armor \$ 2,600.00

NOTE:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
FY2016/2017 PROJECTED CAPITAL CARRYOVER**

Description	Amount Authorized	Estimated Spending Through 6/30/2016	Estimated Balance to Carryover	FAA-AIP Entitlement	FAA-AIP Discretionary	NC DOT Grants	PFC'S Currently Approved (2)	Airport Funds
Parking Garage Design	1,627,575	774,400	853,175	-	-	-	-	853,175
Airfield Redevelopment-Bid Package 3 (1)	7,798,120	3,000,000	4,798,120	-	4,798,120	-	-	-
TOTAL CARRYOVER	\$ 9,425,695	\$ 3,774,400	\$ 5,651,295	\$ -	\$ 4,798,120	\$ -	\$ -	\$ 853,175

(1) Represents current estimated amounts. Related contracts requiring Board approval will be presented to the Board before implementation.

(2) PFC Revenues are included in the budget at the amount expected to be collected by the airlines in the fiscal year. Any difference between that amount and the amount planned as funding for current year capital projects is reflected in the budgeted amount of GARAA cash to be used.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
CAPITAL BUDGET
FISCAL YEAR 2016/2017**

Description	Total	Funding Source				
		FAA-AIP Entitlements	FAA-AIP Discretionary	NCDOT Grants	Currently Approved PFC's (2)	Airport Funds
Capital Improvements (1)						
Airfield Redevelopment - Bid Package 4	\$ 29,248,000	\$ 2,769,447	\$ 20,821,589	\$ -	\$ 5,501,511	\$ 155,453
Parking Garage	18,172,425					18,172,425
Old DPS Demo	125,000					125,000
Total Capital Improvements	47,545,425	2,769,447	20,821,589	-	5,501,511	18,452,878
Equipment and Small Capital Outlay						
Temporary Parking Lot Improvements	125,000					125,000
Terminal Hold Room Seating	25,000					25,000
Total Equipment and Small Capital Outlay	150,000					150,000
Renewal and Replacement						
LED Lighting	44,586					44,586
Roof Renewal	9,200					9,200
Vehicle Replacements	61,425					61,425
Turnout Gear Replacement-Phase 3	27,752					27,752
Sidearm Weapons Replacement	8,224					8,224
Network Switch Replacements	65,000					65,000
FIDS Network Upgrade	215,000					215,000
Public Address System	130,000					130,000
Wireless System Upgrade	45,000					45,000
Data Center Cabling	35,000					35,000
Update/Refurbish Phone Kiosk	8,000					8,000
						-
Total Renewal and Replacement	649,187	-	-	-	-	649,187
Total	\$ 48,344,612	\$ 2,769,447	\$ 20,821,589	\$ -	\$ 5,501,511	\$ 19,252,065

(1) All purchases of Capital Improvements will be presented to the Authority Board for final approval before implementation unless otherwise authorized by the Authority Board.

(2) PFC Revenues are included in the budget at the amount expected to be collected by the airlines in the fiscal year. Any difference between that amount and the amount planned as funding for current year capital projects is reflected in the budgeted amount of GARAA cash to be used.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Development

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

<input checked="" type="checkbox"/>	Capital Improvement				
<input type="checkbox"/>	Equipment and Small Capital Outlay			Fund	ARA
<input type="checkbox"/>	Renewal and Replacement			Department Number	70
<input type="checkbox"/>	Personnel Request			Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	70	0	0	Airfield Redevelopment Project - Bid Pkg 4	\$29,248,000

Bid Package 4 of the Airfield Re-development Project includes engineering services, RPR services, and construction for replacement of existing Runway 16/34, including paving, lighting systems and navigational aids.

This phase of the project is to be funded with \$2,769,447 in AIP Entitlement Funds, \$20,821,589 of FAA Discretionary Funds, \$5,501,511 of Airport PFC Funds, and \$155,453 in Airport Capital.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Development

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017**

JUSTIFICATION SCHEDULE

<u> X </u>	Capital Improvement	Fund	ARA
<u> </u>	Equipment and Small Capital Outlay	Department Number	70
<u> </u>	Renewal and Replacement	Cost Center	0
<u> </u>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	70	0	0	Parking Garage	\$18,172,425

Predicted shortages in parking inventory starting in 2016 have resulted in prior action to proceed with the design and construction of a new 1,200-1,300 space parking garage. Construction is scheduled to begin during the first quarter of FY 2016/2017.

This project will be funded through a combination of Airport Funds and Customer Facility Charges (CFC's) from the rental car companies.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Development

CAPITAL BUDGET / PERSONNEL REQUEST

FY 2016-2017

JUSTIFICATION SCHEDULE

Capital Improvement			
X Equipment and Small Capital Outlay	Fund		ARA
Renewal and Replacement	Department Number		70
Personnel Request	Cost Center		0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	70	0	0	Temporary Parking Lot Improvements	\$125,000

As the Authority undertakes construction of a new parking garage, several hundred existing surface parking spaces in the long and short term parking lots will be temporarily displaced for approximately one year during construction activities. With predicted shortages in parking inventory, a plan was previously developed with the WNC Ag Center for the airport to utilize a new gravel parking area pending construction on that site. However, the Ag Center will not provide lighting for the lot, nor a shuttle bus shelter, which will be required for use by airport patrons. This project includes the addition of wooden poles with light fixtures to adequately light the area, electrical wiring, and a bus shelter for airport customers to use while waiting for shuttle buses that will provide transport to and from the terminal building.

This project will be funded with Airport Funds.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Guest Services

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017**

JUSTIFICATION SCHEDULE

<u> </u>	Capital Improvement			
<u> </u>	Equipment and Small Capital Outlay		Fund	ARA
<u> X </u>	Renewal and Replacement		Department Number	60
<u> </u>	Personnel Request		Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA		60	0	0	Update/refurbish phone kiosk	\$ 8,000

Refurbish phone kiosk to match new brochure display units / make more "sellable." Also - would like to relocate the phone kiosk.

Estimate based upon actual costs of display units for brochure area.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Information Technology
CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017**

JUSTIFICATION SCHEDULE

	Capital Improvement			
	Equipment and Small Capital Outlay		Fund	ARA
X	Renewal and Replacement		Department Number	20
	Personnel Request		Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	20	0	0	Network Switch Replacements	\$ 65,000

The GARAA computer network currently consist of 30 network switches located across the campus. Recent and future growth warrants the need to begin replacing many of the switches to improve performance, support higher network speeds, density, Power over Ethernet (PoE), and switch stacking technologies. It is the recommendation of the Information Technology Department to install new network switches at the following locations in 2016/2017:

- Communication Closet 101 - Terminal
- Communication Closet 109 - Terminal
- Communication Closet 129 - Terminal
- Communication Closet in Baggage Claim - Terminal
- Communication Closet at Public Safety Facility
- Communication Closet at Maintenance Facility

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Information Technology
CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017**

JUSTIFICATION SCHEDULE

	Capital Improvement		ARA
	Equipment and Small Capital Outlay	Fund	
X	Renewal and Replacement	Department Number	20
	Personnel Request	Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	20	0	0	FIDS / Digital Marketing System Upgrade	\$ 215,000

The Airport Flight Information / Digital Marketing System was installed in 2005. The computers, monitors, servers, software, and graphics are dated and expensive to support (\$34,000 annually). It is the recommendation of the Information Technology Department to upgrade the flight information and digital marketing systems to improve customer service and safety of the traveling public. A system refresh would allow new marketing opportunities to produce additional revenue and provide detailed reporting to customers that pay to advertise throughout the Terminal building. In addition, the new system coupled with an upgrade to our public address system would provide compliance for visual and emergency paging set forth by ADA/FAA.

As part of the upgrade it is the intent of the IT and Marketing departments to provide additional larger displays in the main lobby and TSA queuing areas to remedy customer complaints.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**
Information Technology
CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

_____	Capital Improvement			
_____	Equipment and Small Capital Outlay		Fund	ARA
<u> X </u>	Renewal and Replacement		Department Number	20
_____	Personnel Request		Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	20	0	0	Public Address System	\$ 130,000

The Public Address system was installed in 2005. The system is dated, unstable, and no longer supported. It is the recommendation of the Information Technology Department to upgrade the system to improve the quality, coverage, and reliability of the system while and complying with FAA/ADA requirements for visual paging.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**
Information Technology
CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

_____	Capital Improvement		
_____	Equipment and Small Capital Outlay	Fund	ARA
<u> X </u>	Renewal and Replacement	Department Number	20
_____	Personnel Request	Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	20	0	0	Wireless System Upgrade	\$ 45,000

The existing system is over 9 years old. The system provides front line wireless access to all passengers, employees and tenants.

Since the original system was installed, technology has moved rapidly, in addition to increased passenger traffic through the terminal. Coupled with each person carrying 2 or 3 devices that connect to wireless, the existing system has maxed out on the number of connections available.

This proposed solutions will expand the number of wireless radios in each passenger location and offer a free solutions for surfing the web and paid solutions for more bandwidth intensive applications such as audio and video streaming.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Information Technology
CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017**

JUSTIFICATION SCHEDULE

_____	Capital Improvement		
_____	Equipment and Small Capital Outlay	Fund	ARA
<u> X </u>	Renewal and Replacement	Department Number	20
_____	Personnel Request	Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	20	0	0	DataCenter Cabling	\$ 35,000

The fiberoptic and copper network cabling within the main data center and communication closets is unstructured, not scalable and extremely difficult to manage. The cabling spans across numerous racks and wall mount enclosures. The cabling throughout the property serves a critical role as it provides voice and data connectivity for all staff, tenants, and customers. It is the recommendation of the Information Technology Department to begin work to clean up, consolidate, reorganize, test and re-terminate our fiber / copper into managed distribution racks that will significantly improve response times and scale for future growth.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Operations

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017**

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement	Fund	ARA
<input checked="" type="checkbox"/>	Equipment and Small Capital Outlay	Department Number	40
<input type="checkbox"/>	Renewal and Replacement	Cost Center	0
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	40	0	0	Terminal Hold Room Seating	\$ 25,000

Airport Maintenance is requesting additional seating in the terminal hold room area. Additional seating has become necessary due to increased enplanements.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Operations

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-1017**

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement	Fund	ARA
<input type="checkbox"/>	Equipment and Small Capital Outlay	Department Number	40
<input checked="" type="checkbox"/>	Renewal and Replacement	Cost Center	0
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	40	0	0	LED Lighting	\$ 44,586

Maintenance is requesting to replace lighting in the ticket counter, main lobby and baggage claim areas with 100 LED fixtures. Replace 23 existing pole lights on Wright Brothers Way with LED fixtures. Replace 14 canopy lights in the baggage make-up area with LED fixtures.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Operations

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

<u> X </u>	Capital Improvement	Fund	ARA
<u> </u>	Equipment and Small Capital Outlay	Department Number	40
<u> </u>	Renewal and Replacement	Cost Center	0
<u> </u>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	40	0	0	Old DPS Demo and Water Line	\$ 125,000

Airport staff requests to demo the old DPS Building and the old Skyland fire training tower and restore both areas to grade with proper drainage and seed grass on the site.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Operations

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement				
<input type="checkbox"/>	Equipment and Small Capital Outlay			Fund	ARA
<input checked="" type="checkbox"/>	Renewal and Replacement			Department Number	40
<input type="checkbox"/>	Personnel Request			Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	40	0	0		\$ 9,200

Maintenance is requesting to renew the roof at 134 Wright Brothers Way. The warranty on the existing Hydro Stop Roof System on this building will expire in 2016. We can renew the roof for an additional 15 years by applying two coats of finish seal.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Operations

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017**

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement			
<input type="checkbox"/>	Equipment and Small Capital Outlay		Fund	ARA
<input checked="" type="checkbox"/>	Renewal and Replacement		Department Number	40
<input type="checkbox"/>	Personnel Request		Cost Center	0

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	40	0	0	Vehicle Replacement/ purchase	\$ 61,425

Airport Maintenance is requesting to replace Unit #21. This vehicle is scheduled to be replaced this year. Unit #21 is used as the Airport carpenter truck, pulling equipment and picking up carpentry supplies. Unit #21 has a 9 ft. reading service body. Our cost is \$50,625.00 - \$16,000.00 for 2008 F350 Trade in. Total cost \$34,625.00

Airport Maintenance is also requesting to purchase a F150 truck with a Leer cab height aluminum bed cover, side doors with compartments, rear vertical doors and ladder rack for the IT department. This truck will enable the IT department to store and transport their equipment to various locations on Airport property. Total cost \$26,800.00

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Public Safety

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

_____	Capital Improvement	Fund	ARA
_____	Equipment and Small Capital Outlay	Department Number	50
<u> X </u>	Renewal and Replacement	Cost Center	20
_____	Personnel Request		

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	50	0	0	Replacement of aged Turnout Gear for firefighting (PHASE TWO)	\$ 27,752

Replacement of 8 sets of turnout gear that have reached the end of their projected life by NFPA standards. Currently DPS has 4 sets of turnout gear in use that were manufactured in 2004 and 4 that were manufactured in 2007. NFPA 1851 states that turnout gear shall be replaced, 10 years after its manufacture date. This is Phase TWO of TWO. Approximately 8 sets were replaced in the 2014-15 budget year. Current contract pricing on gear is \$ 1,933 per set plus 7% sales tax (\$ 2,069). 4 new sets of turnout gear for additional personnel \$ 11,200.00

NOTE:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Public Safety

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2016-2017

JUSTIFICATION SCHEDULE

_____	Capital Improvement		
_____	Equipment and Small Capital Outlay	Fund	ARA
<u> X </u>	Renewal and Replacement	Department Number	50
_____	Personnel Request	Cost Center	20

DESCRIPTION & JUSTIFICATION

Fund	Acct.	Sec.	C.C.	Source	Description	Amount
ARA	0	50	0	0	Replacement of aged sidearm weapons at DPS	\$ 8,224

Replacement of GLOCK 21 pistols that have been in service since 2006 with new pistols, holsters, magazines, and magazine pouches.

Pistols: \$ 3,224.00

Magazines: Included

Holsters and leathergear \$ 5,000.00

NOTE:

TITLE:

HIRE DATE:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ESTIMATED CASH & INVESTMENT BALANCE
As of June 30, 2017

		Amount
Estimated Cash & Investment Balance at June 30, 2016		\$ 20,000,000
Plus: Net Operating & Investment Revenues		1,040,005
Less Other Costs:		
Business Development Costs	(300,000)	
Contingency	(150,000)	
Debt Service	(626,823)	(1,076,823)
Plus Non-Operating Revenues:		
Passenger Facility Charges	1,708,500	
Customer Facility Charges	1,300,000	3,008,500
Plus Capital Contributions:		
Federal Grants - AIP Entitlements	2,769,447	
Federal Grants - AIP Discretionary Funds	25,619,709	
NC DOT Grants	-	28,389,156
Less Capital Costs:		
Capital Improvements	(47,545,425)	
Equipment and Small Capital Outlay Fund	(150,000)	
Renewal and Replacements	(649,187)	
Carryover Projects From FY2016	(5,651,295)	(53,995,907)
Estimated Cash & Investment Balance at June 30, 2017		(2,635,069)
Estimated Restricted Cash at June 30, 2017		4,500,000
<u>Reserves:</u>		
Operations & Maintenance Reserve (6 Months)		4,290,100
Emergency Repair Reserve		650,000
Estimated Unrestricted Undesignated Cash & Investments at June 30, 2017		\$ (12,075,169) *

* Deficit cash balance is a result of projected expenditures for parking garage in amount of \$18,172,425. At this time, staff has not confirmed funding sources for this project, but anticipate bond funding as well as funding from rental car companies that will be using a portion of the garage. Once funding source(s) are determined, the estimated cash balance at June 30, 2017 will be revised to reflect a positive balance.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
SUPPLEMENTAL FEES AND CHARGES
FY 2016/2017 ANNUAL BUDGET**

	FY 2015/2016 Current Fees		FY 2016/2017 Proposed Fees	
	Cost	Per	Cost	Per
<u>Maintenance</u>				
Scissor Lift	\$ 100.00	day	\$ 100.00	day
Large ADA Ramp Rental	\$ 100.00	use	\$ 100.00	use
Air Stair Rental	\$ 100.00	use	\$ 100.00	use
Volvo Wheel Loader	\$ 150.00	use	\$ 150.00	use
Fork-lift	\$ 100.00	use	\$ 100.00	use
Pallet Jack	\$ 50.00	use	\$ 50.00	use
Tenant Sweeper	\$ 125.00	hour	\$ 125.00	hour
Service Truck	\$ 50.00	hour	\$ 50.00	hour
Backhoe	\$ 100.00	hour	\$ 100.00	hour
Lighted X	\$ 200.00	day	\$ 200.00	day
Light Tower	\$ 150.00	day	\$ 150.00	day
Paint Stripper	\$ 100.00	hour	\$ 100.00	hour
Large Aircraft Removal Dolly	\$ 200.00	day	\$ 200.00	day
Small Aircraft Removal Dolly	\$ 100.00	day	\$ 100.00	day
Aircraft Jack	\$ 100.00	use	\$ 100.00	use
Cores	\$ 40.00	each	\$ 40.00	each
Keys	\$ 12.00	each	\$ 12.00	each
Large Dump Truck	\$ 200.00	hour	\$ 200.00	hour
Small Broom	\$ 200.00	hour	\$ 200.00	hour
Large Broom	\$ 300.00	hour	\$ 300.00	hour
Pressure Washer	\$ 125.00	hour	\$ 125.00	hour
Maintenance Labor Rate (1)	\$ 45.00	hour	\$ 45.00	hour
Security Escort Rate (1)	\$ 45.00	hour	\$ 45.00	hour
<u>Department of Public Safety</u>				
ARFF Apparatus for 1500 gal. or greater	\$ 250.00	hour	\$ 250.00	hour
ARFF Apparatus for less than 1500 gal.	\$ 150.00	hour	\$ 150.00	hour
Command, Police, and Ops support vehicles	\$ 100.00	hour	\$ 100.00	hour
Aircraft recover dolly	\$ 150.00	day	\$ 150.00	day
Maintenance Labor Rate (1)	\$ 45.00	hour	\$ 45.00	hour
Mutual Aid Agencies collected on their behalf		as incurred		as incurred
Replacement charges for AVL equipment/supplies		as incurred		as incurred
<u>Information Technology (IT) Department</u>				
IT Labor Rate - Non-Network (1)	\$ 40.00	hour	\$ 40.00	hour
IT Labor Rate - Network Related (1)	\$ 60.00	hour	\$ 60.00	hour
Cable Television (CATV) Signal Transport Fee	\$ 10.00	month	\$ 10.00	month
Cable Television-150+ Channels (2 & 3)	\$ 45.00	month	\$ 45.00	month
Dark Fiber per strand per 0-1000 ft	\$ 20.00	month	\$ 20.00	month
Dark Fiber per strand per 0-2000 ft	\$ 22.00	month	\$ 22.00	month
Dark Fiber per strand per 0-3000 ft	\$ 24.00	month	\$ 24.00	month
WiFi & SSID (required for WiFi Access) (2)	\$ 70.00	month	\$ 70.00	month
Internet Bandwidth-Not Dedicated (2 MB) (2)	\$ 50.00	month	\$ 50.00	month
Internet Bandwidth-Not Dedicated (5 MB) (2)	\$ 70.00	month	\$ 70.00	month
Internet Bandwidth-Not Dedicated (10 MB) (2)	\$ 125.00	month	\$ 125.00	month

Notes:

- (1) One Hour Minimum, Minimum of 3 hours charged after regular business hours.
- (2) Add \$120 for 2 hours of IT Labor for Setup & Configuration. Fees may be reduced when bundled with other services.
- (3) Add additional upgrades at cost.

Identification Badge Fees and Charges	FY 2015/2016 Current Fees		FY 2016/2017 Proposed Fees	
	Cost	Per	Cost	Per
Initial Badge Issuance				
SIDA Badge	\$ 70.00		\$ 70.00	
Non-SIDA Badge	\$ 37.00		\$ 37.00	
Renewal of Badge				
SIDA Badge	\$ 37.00		\$ 70.00	
Non-SIDA Badge	\$ 37.00		\$ 37.00	
Lost Badge Replacement				
SIDA Badge (4)	\$ 85.00 / \$ 100.00		\$ 85.00 / \$ 100.00	
Non-SIDA Badge (5)	\$ 60.00 / \$ 75.00		\$ 60.00 / \$ 75.00	
Damaged Badge				
SIDA Badge (6)	\$ 37.00 / \$ 45.00		\$ 37.00 / \$ 45.00	
Non-SIDA Badge (6)	\$ 37.00 / \$ 45.00		\$ 37.00 / \$ 45.00	
Security Escort Training	\$ 25.00		\$ 25.00	
Lock-out Service (7)	\$ 25.00		\$ 25.00	

Notes:

- (4) \$85.00 for the first replacement badge, \$100.00 for the second replacement badge.
(5) \$60.00 for the first replacement badge, \$75.00 for the second replacement badge.
(6) \$37.00 for a damaged badge, \$45.00 if badge damaged due to negligence.
(7) \$25.00 Lock-out Service Charge applies after the first 2 free service calls.

Parking

Long term	\$ 1.50	0 - 1 hour	\$ 1.50	0 - 1 hour
	\$ 1.50	each add'l hour	\$ 1.50	each add'l hour
	\$ 8.00	day	\$ 8.00	day
	\$ 48.00	week	\$ 48.00	week
Short term	\$ 1.00	1/2 hour	\$ 1.00	1/2 hour
	\$ 12.50	day	\$ 12.50	day
Employee Parking Rate	\$ 60 / \$50	new/renewal	\$ 60 / \$50	new/renewal
Commuter Parking Rate	\$ 290 / \$275	new/renewal	\$ 290 / \$275	new/renewal
Fines	up to \$1,000	day	up to \$1,000	day

Ground Transportation

Airport Ground Transportation Permit (8)	\$ 300	annual	\$ 300	annual
Transportation Network Company Permit	\$ 7,500	annual	\$ 7,500	annual
Off-Airport Rental Car Fee	7.50%	of gross revenue	7.50%	of gross revenue

Notes:

- (8) Flat fee of \$4,000 for companies with a vehicle fleet inclusive of a minimum of 5 charter coach vehicles with seating capacity greater than 20 seats.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director, Development and Operations

DATE: March 11, 2016

ITEM DESCRIPTION – New Business Item B

Approve Contract for Construction of Airfield Re-development Project – Phase III

BACKGROUND

The Airport Board has established a \$75.8M budget for construction of the Airfield Re-development Project. Phases I and II of the project have been completed, resulting in the commissioning of the temporary runway.

Phase III of the project includes the demolition of the now closed Runway 16/34, site preparation for the new permanent runway, and installation of infrastructure and equipment for a portion of the navigational aids that will serve it. Funding for this phase of work also includes certain engineering design and inspection services associated with the planned work.

Phase III construction (Bid Package 3) was publicly advertised on January 28, 2016. In addition to the public advertisement, several contractors known to be capable of bidding a project of this size and nature were contacted directly. A pre-bid meeting was held on February 8, 2016. Sealed bids were received and opened on February 25th. The bid tabulation is included with this Board memo.

The responsive low bid by GLF Construction Corporation was submitted in the amount of \$13,519,596.00, plus \$285,130.45 for Bid Alternate 1 (Upper Stream Improvements), and \$202,782.45 for Bid Alternate 2 (Lower Stream Improvements). The total amount submitted including the bid alternates is \$14,007,508.90. The engineer's estimate for this work was \$12,678,118.20.

New Business – Item B



An additional 5 percent allowance for miscellaneous costs and potential overages during construction is recommended for this project, bringing the total estimated cost of construction to \$14,707,884.40.

ISSUES

None.

ALTERNATIVES

Bid Alternates 1 and 2 include environmental improvements to a delineated stream on the south end of the airport. GLF's price for this work (Alternates 1 and 2) as noted, is \$487,912.90. The engineer's estimate was \$239,693.20. The option exists for the Authority to exclude these alternates from the contract and undertake the work directly with another contractor that offers a more reasonable price. This may be carried out by staff after full investigation of the option if deemed in the best interest of the Authority.

FISCAL IMPACT

Total estimated expenses of \$14,707,884.40 will be funded with \$1,869,447.00 in AIP Entitlement Funds, \$10,900,000.00 in AIP Discretionary Funds, and \$1,938,437.40 in Airport Fund Balance.

The total amount is \$6,909,764.40 over the amount included in the 2015/2016 fiscal year budget, resulting in the Budget Amendment included below. This increase is the result of a decision by the FAA to require the airport to spend down the full amount of all grant monies for this year's project, rather than carrying surplus grant funds over to the final phase of the project as originally planned. The additional expense is an offset to work that would have otherwise been carried out in Phase IV of the project.

To date, expenses incurred on the Airfield Re-development Project total \$24,813,270.00, which includes engineering related services, and other miscellaneous costs for various permits, reviews, and government fees. The remaining balance of the \$75.8M budget is \$36,278,846.00.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the Airfield Re-development construction project – Bid Package 3,



with GLF Construction Corporation in the amount of \$14,707,884.40 (\$14,007,508.90 plus 5 percent allowance of \$700,375.45); (2) authorize the Executive Director to execute the necessary documents; and (3) amend the FY2015/2016 budget by adopting the following budget ordinance amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2015:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$6,909,764.40
Totals	<u>\$0</u>	<u>\$6,909,764.40</u>

This will result in a net increase of \$6,909,764.40 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Federal Grants – AIP Entitlement Funds		\$ 369,447.00
Federal Grants – AIP Discretionary Funds		\$4,601,880.00
Transfer from GARAA Cash		\$1,938,437.40
Totals	<u></u>	<u>\$6,909,764.40</u>



Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 11th day of March, 2016.

Robert C. Roberts, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Greater Asheville Regional Airport Authority - Bid Tabulation

Project Name: AIRFIELD REDEVELOPMENT PROJECT - BP3 SITE PREPARATION & NAVAIDS

Date/Time: February 26, 2016 at 2:00PM

	Company Name & Address	Acknowledgement of Addendum(s)	Bid Bond	Total Base Bid	Bid Alt 1	Bid Alt 2
1	Blythe Development Company 1415 E. Westinghouse Blvd Charlotte, NC 28273	Yes	Yes	\$15,349,000.00	\$188,097.45	\$90,844.90
2	NHM Constructors, LLC PO Box 6385 Asheville, NC 28816	Yes	Yes	\$15,819,445.50	\$238,875.20	\$112,184.00
3	GLF Construction Corporation 80 South West 8th Street, Suite 2201 Miami, FL 33130	Yes	Yes	\$13,519,596.00	\$285,130.45	\$202,782.45
4						
5						

The bid summary is certified to be true and correct to the best of my knowledge.

Michael A. Reisman
 Michael A. Reisman, Deputy Executive Director, Development & Operations
 Greater Asheville Regional Airport Authority

Date: 2-26-16



**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
AIRFIELD REDEVELOPMENT PROGRAM**

**PERMANENT RUNWAY 17-35 CONSTRUCTION
BID PACKAGE 3 - SITE PREPARATION AND NAVAIDS**



**VOLUME NO. 1
CONTRACT & BID DOCUMENTS**

ISSUED FOR BID
JANUARY 2016

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BID INFORMATION

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

INVITATION TO BID

PROJECT NAME: **Permanent Runway 17-35 Construction - Bid Package 3 – Site Preparation and NAVAIDs**

BID DATE: **February 25, 2016**

BID TIME: **2:00 PM**

Sealed bids will be received by the **Greater Asheville Regional Airport Authority**, 61 Terminal Drive, Suite 1, Fletcher, NC 28732, until 2:00 PM (local time), on the bid date, at which time and place all bids will be publicly opened and read aloud. Bids must be in the possession of the Airport Authority prior to bid time on the bid date. Bids shall be sealed and plainly marked on the outside of the envelope with the project name, bidder's name, bidder's address, bidder's telephone number. **ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.** Bids must be completed and signed in ink in space(s) provided on the enclosed bid form(s) or bid will be subject to rejection. Each Bidder must submit with his bid, security in the amount of five percent (5%) of the bid price, subject to the conditions provided in Section 20 of the General Provisions. No Bidder may withdraw a bid within ninety (90) calendar days after the actual date of the bid opening.

PRE-BID CONFERENCE: A Pre-Bid Conference for this project will be held on **February 8, 2016** at **10:30 AM** (local time) at the Asheville Regional Airport Administrative Offices Conference Room, 61 Terminal Drive, Suite 1, Fletcher, NC 28732. **Attendance by prospective bidders is mandatory.**

BID DOCUMENTS MAY BE OBTAINED:

- 1) Electronic files by contacting the Program Manager RS&H at 704-752-0610
- 2) Hard Copy for a fee of \$200 by contacting the Program Manager RS&H at 704-752-0610
- 3) McGraw-Hill Construction Dodge Online Plan Room – www.construction.com
- 4) Carolinas AGC Online Plan Room – <https://ibuild.cagc.org/>

A cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the bid shall accompany the proposal of each bidder. The said check or bond shall be submitted as security that should the bidder be awarded the work, he will enter into a contract and furnish the necessary bonds and insurance certificates within fifteen (15) calendar days from the date of notice of award and failing to do so, said bid security shall be forfeited to the Owner (Greater Asheville Regional Airport Authority) as liquidated damages. The check or bond shall be made payable to the Owner. The Owner reserves the right to hold the check or bond of the three lowest bidders until the successful bidder has entered into a contract and furnished the necessary bonds. All other checks or bonds will be returned as soon as the award has been made to the successful bidder. The Owner reserves the right to reject all bids and to waive technicalities as provided in Section 20 of the General Provisions.

The **Greater Asheville Regional Airport Authority**, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and

will not be discriminated against on the grounds of race, creed, color, national origin or sex in consideration for an award.

The **Greater Asheville Regional Airport Authority** continually strives to develop quality sources for goods and services and encourages all prospective Bidders to respond to the Invitation to Bid. The Authority reserves the following rights: to accept or reject any or all bids; and to award the Contract to the most responsive and responsible Bidder whose bid is determined by the Owner to be in its best interest.

INSTRUCTIONS TO BIDDERS

Project Name: Permanent Runway 17-35 Construction – Bid Package 3 – Site Preparation and NAVAIDs

Project Description: This project consists of site preparation for construction of a new 8000' by 150' runway and associated connector taxiways. Scope of work encompasses grading, drainage, installation of two medium intensity approach light systems with runway alignment indicator lights (MALSR), and installation of two NAVAIDs localizer systems and steel platforms. The work includes furnishing labor, materials, equipment, services, insurance, bonding, permits and incidentals for the work shown on the bid documents.

Bid Description: The Bid includes all of the work described in the above project description and as shown on the project drawings and called for in the specifications. All Bidders are required to hold their bid prices for 90 days after the date bids are due.

Contract Time: From the date of issuance of Notice to Proceed (NTP) to overall project substantial completion of the Contract = 210 consecutive calendar days

Liquidated Damages: \$2,000 per day for Contractor's failure to achieve substantial completion within the overall project contract time allotted.

\$2,000 per day for Contractor's failure to complete the project schedule phases within the time limits listed in the Contract phasing sheets SP-05 through SP-13.

\$1,000 per each 30 minute increment (or portion thereof) for Contractor's failure to re-open closed airfield pavements for use at the predetermined time after night-time closures.

\$2,000 per day that the site is under a Notice of Violation (NOV) by North Carolina Department of Environmental Quality (NCDEQ) due to Contractor's negligence in erosion and sedimentation control measures.

Required Insurance Coverage

Employer's Liability	\$1,000,000	Limit each Accident
	\$1,000,000	Limit Disease Policy Aggregate
	\$1,000,000	Limit Disease Each Employee
General Liability	\$2,000,000	Bodily Injury & Property Damage Liability (Combined Single Limit Each Occurrence and Aggregate)
Automobile Liability	\$2,000,000	Bodily Injury & Property Damage Liability (Combined Single Limit Each Accident)
Umbrella Liability	\$5,000,000	Bodily Injury & Property Damage Liability (Combined Single Limit Each Occurrence and Aggregate)

Warranty Period: For MALSR and Localizer installations: Warranty period as described in General Provisions Section GP-90-09(i). For all other work: one (1) year from date that Certificate of Substantial Completion is issued.

DBE Participation Goal established for this contract is 7.9%

BID OPENING: February 25, 2016, 2:00 PM, Greater Asheville Regional Airport Authority Administrative Offices Conference Room, 61 Terminal Drive, Suite 1, Fletcher, NC 28732

NOTICE IS HEREBY given that sealed bids will be received by the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, sometimes referred to hereafter as "Authority" or "Owner" on or before the date and time set out above. Opening of bids will occur immediately thereafter. The Greater Asheville Regional Airport Authority reserves the right to extend the time and date of the bid opening at its sole discretion, by addendum, when deemed to be in the best interest of the Authority.

1. INSTRUCTIONS TO BIDDERS:

1.1 DELIVERY OF BIDS:

(a) The delivery of the BID to the Greater Asheville Regional Airport Authority prior to the deadline is solely and strictly the responsibility of the Bidder. **The deadline for delivery of all BIDS is 2:00 PM, local time, February 25, 2016. One (1) original and two (2) copies of your BID shall be delivered. All BIDS must be marked: SEALED BIDS FOR PERMANENT RUNWAY 17-35 CONSTRUCTION – BID PACKAGE 3 – SITE PREPARATION AND NAVAIDS FOR THE ASHEVILLE REGIONAL AIRPORT. All BIDS will be delivered to the Greater Asheville Regional Airport Authority Administrative Offices located in the Airport Terminal at 61 Terminal Drive, Suite 1, Fletcher, NC 28732.**

(b) Electronic or faxed bids will not be considered.

(c) For informational purposes, the Bidder is advised that the United States Postal Service and even Express Mail Services may not deliver your BID in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

(d) The delivery of said BID prior to the time stated in the previous section is solely and strictly the responsibility of the Bidder. The Greater Asheville Regional Airport Authority will not be responsible for delays caused by any delivery services that may be used or for any other reason. The BID delivery deadline will be strictly observed. **Any BID received after the bid opening time will not be considered.**

1.2 INQUIRIES/RESPONSES:

Except during the Mandatory Prebid Meeting, the Authority will not respond to oral inquiries concerning this Request for Bids (RFB). Bidders may submit written or e-mail inquiries regarding this RFB, addressed to the Program Manager, RS&H, Attn: Eric Rysdon, PE, 1520 South Boulevard, Suite 200, Charlotte, NC 28203, 704-940-4731, email eric.rysdon@rsandh.com. **The deadline for inquiries is 5:00 p.m. local time, February 19, 2016. Inquiries and questions received after this time will not be responded to.**

The Authority will utilize its website <http://flyavl.com/pages/about-the-airport/doing-business-with-avl/> to distribute information and addenda. Bidders and other prospective vendors may register to receive this information on the Authority's website. It shall be the responsibility of the Bidder, prior to submitting their bid, to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating them into their bid.

1.3 MANDATORY PREBID MEETING:

The purpose of the mandatory prebid meeting will be to discuss the requirements and objectives of this RFB, to answer any questions potential Bidders have about the RFB, and to answer any general questions about the Authority and the Asheville Regional Airport. At the mandatory prebid

meeting, the Authority will attempt to answer all questions received, reserving the right, however, to answer any question in writing in a subsequent addendum to the RFB. In order to conduct these meetings as expeditiously and efficiently as possible, it is requested that all prebid questions be sent to the Program Manager at least three (3) days prior to the meeting to allow staff time to research the questions prior to the meeting.

1.4 EXAMINATION OF BID DOCUMENTS AND WORK SITE

Each Bidder is individually responsible for the careful examination of the site of the proposed Work, the Contract Documents, Addenda and all requirements of the project. The Bidder shall examine and thoroughly familiarize themselves with all existing conditions, including all applicable laws, codes, ordinances, rules and regulations that will affect his work. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligation with respect to its bid.

1.5 COST OF PREPARATION:

The cost of preparing a BID in response to this RFB shall be borne entirely by the Bidder.

2. DISQUALIFICATION:

The Greater Asheville Regional Airport Authority reserves the right to disqualify BIDS before or after opening, upon evidence of collusion by any prospective Bidder or Bidders with the intent to defraud or other illegal practices upon the part of the Bidders.

The Greater Asheville Regional Airport Authority may consider any BID informal that is not prepared and submitted in accordance with the provisions of this RFB, and may waive any informalities, or irregularities, or reject any and all BIDS at its sole discretion.

The Greater Asheville Regional Airport Authority reserves the right to reject, at its sole discretion, any BID if the evidence submitted by the Bidder or an investigation of the qualifications and/or experience of the Bidder fails to satisfy the Greater Asheville Regional Airport Authority that such Bidder is sufficiently qualified or experienced to carry out the work and obligations as required in this RFB. The Greater Asheville Regional Airport Authority also reserves the right to reject all BIDS to the RFB, in its sole discretion.

3. SUBMITTAL OF BIDS

Submitted Bids shall not be valid unless: sealed in an envelope marked "Sealed Bid"; identified by the name and address of the firm quoting; location of airport; project name; and the date and time of Bid opening. Bids are to be accompanied by one (1) original and two (2) copies of the following Proposal Forms:

- 3.1 Proposal Form 1 - Bidder's Certification
- 3.2 Proposal Form 2 - Proposal Affidavit
- 3.3 Proposal Form 3 - Bid Form
- 3.4 Proposal Form 4 - Proposal Bond
- 3.5 Proposal Form 5 - Surety's Bond Affidavit
- 3.6 Proposal Form 6 - Non-Collusion Affidavit
- 3.7 Proposal Form 7 - Equal Employment Opportunity Report Statement
- 3.8 Proposal Form 8 - Buy American Certification
- 3.9 Proposal Form 9 - Certification of Nonsegregated Facilities
- 3.10 Proposal Form 10 - Disadvantaged Business Enterprise (DBE) Utilization Statement
- 3.11 Proposal Form 11 – DBE Letter of Intent
- 3.12 Proposal Form 12 – Subcontractor List
- 3.13 Proposal Form 13 – E-Verify Affidavit
- 3.14 Proposal Form 14 – Statement of Bidder's Qualifications

4. BID REQUIREMENTS

- 4.1 The Greater Asheville Regional Airport Authority shall not be responsible for any cost incurred by any Bidder in the preparation of its bid.
- 4.2 All blanks on the bid must be completed in ink or typed.
- 4.3 Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder.
- 4.4 In the case of unit price contracts, if an error occurs in the extension of an item, the unit price in words as shown in the bid documents will govern.

5. DIRECT PURCHASES

The Greater Asheville Regional Airport Authority reserves the right to purchase directly various materials, supplies and equipment that may be a part of this contract.

6. QUALIFICATION OF BIDDERS

Bidder must complete and submit the Statement of Bidder's Qualifications Form with the Bid. Bidder shall furnish the Owner satisfactory evidence of its financial responsibility, consisting of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year, certified by a certified public accountant. Bidder shall further certify whether its financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner. The Financial Statement shall be submitted under separate cover and labeled "Financial Statement."

7. INTERPRETATION OF BID DOCUMENTS

- 7.1 No interpretation of the meaning of the plans, specifications or any other contract document will be binding if made to any Bidder orally, at any presentation by Owner, or by any representative of Owner. Clarifications or corrections to the specifications shall not be valid unless they are issued in addendum form. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be published on the Asheville Regional Airport website. All addenda so issued shall become part of the bid specifications and the contract. Addenda may also be issued to modify bidding documents as deemed advisable by the Owner.
- 7.2 Interpretation of Estimated Bid Quantities - An estimate of quantities of work to be done and materials to be furnished under these specifications may be given in the Request for Bids. If so, it is the result of careful calculations and is believed to be correct. This is given only as a basis for comparison of bids and the award of the contract. The Owner does not expressly or by implication agree 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 of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided.

8. WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided that the Bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised bids must be received prior to the date and time of the bid opening at the place specified.

9. PUBLIC OPENING OF BIDS

Bids shall be opened, and read publicly at the time and place specified in the advertisement or request for bids. Owner reserves the right to extend this date and time at Owner's sole discretion. Bidders, their authorized agents and other interested persons are invited to attend the bid opening. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids shall be returned to the Bidder unopened.

10. IRREGULAR BIDS

Bids shall be considered irregular for the following reasons:

- 10.1 If the bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the bid form is detached, or if all required forms (or required documentation where a set form is not mandated) have not been properly submitted.
- 10.2 If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind, which make the bid incomplete, indefinite, or otherwise ambiguous.
- 10.3 If the bid does not contain a unit or lump sum price for each pay item listed in the bid.
- 10.4 If the bid contains unit prices or lump sum prices that are obviously unbalanced.
- 10.5 If the bid is not accompanied by the bid guaranty specified by the Owner.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities, if such waiver is in the best interest of the Owner, in the sole judgment of Owner.

11. DISQUALIFICATION OF BIDDERS

A Bidder shall be disqualified from consideration for award, for any of the following reasons:

- 11.1 Submitting more than one (1) bid from the same individual, partnership, firm or corporation under the same or different name.
- 11.2 Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for this project and any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.
- 11.3 Evidence that Bidder has a financial interest in the firm of another Bidder for the same work.
- 11.4 Failure to attend the mandatory prebid conference.
- 11.5 Any other cause specified elsewhere in the Bid/Contract Documents, as determined in the sole judgment of Owner.

12. CONSIDERATION OF BIDS & BASIS OF AWARD

- 12.1 After all qualified bids are publicly opened and read, they will be evaluated based on the total bid price (with consideration to accept any or all Bid Alternates, if applicable), the Bidder's qualifications, DBE ownership or level of DBE subcontractor participation (or documented Good Faith Efforts to obtain such participation) and the Bidder's adherence to the prescribed requirements, unit prices and other data requested by the Owner.
- 12.2 The Owner may consider the qualifications and experience of the Bidder and subcontractors, suppliers and other persons and organizations proposed for portions of the work, and the operating costs, maintenance requirements, performance data and guaranties of items of materials and equipment proposed for incorporation in the work. The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and finish the work in accordance with the contract, to the Owner's satisfaction within the prescribed time. If a contract is awarded, it will be awarded to the lowest, most responsive, responsible Bidder (including alternates awarded at Owner's discretion, if applicable) meeting all requirements of the request for bids, at the Owner's sole discretion.

13. REJECTION OF BIDS

The Greater Asheville Regional Airport Authority, in its sole discretion, reserves the right to reject any or all bids; accept or reject any or all alternates; waive technicalities, if such waiver, in the sole judgment of the Authority, is in the best interest of the Authority and conforms to applicable state and local laws or regulations pertaining to the letting of construction contracts; or advertise for new bids; to make inquiries and request clarifications of any bid; or proceed with the work otherwise. All such actions shall promote the best interest of the Greater Asheville Regional Airport Authority.

14. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Authority, a surety company issuing the Bid Bonds, Payment Bonds or Performance Bonds called for in these specifications, shall meet and comply with the following minimum standards:

- 14.1 General
- 14.1.1 All Sureties for Greater Asheville Regional Airport Authority projects must be admitted to do business in North Carolina and all bonds must be submitted on the exact forms contained within the contract documents.
- 14.1.2 Attorneys-in-Fact who sign Bid Bonds, Payment Bonds or Performance Bonds for Greater Asheville Regional Airport Authority projects must file with such bond a certified copy of their Power of Attorney to sign such bond.
- 14.1.3 Agents of surety companies must list their name, address and telephone number on all bonds. A North Carolina registered agent must sign all bonds.
- 14.2 To be acceptable to the Owner as Surety, a Surety shall comply with the following minimum provisions:
- 14.2.1 Surety must have twice the minimum surplus and capital required by the North Carolina Insurance Code at the time of bid solicitation.
- 14.2.2 Surety must be in compliance with all provisions of the North Carolina Insurance Code and hold a current valid certificate of authority issued by the United States

Department of the Treasury under SS.31 U.S.C. 9304-9308.

14.2.3 Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of the Treasury).

14.3 Sureties rated through A.M. Best shall comply with the following:

14.3.1 The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

14.3.2 Surety must have fulfilled all of its obligations on all other bonds previously given to the Greater Asheville Regional Airport Authority.

15. AWARD OF CONTRACT

Within ninety (90) calendar days of the public opening of the bids, Award may be made to the lowest responsible Bidder whose bid is responsive to the request for bids and whose qualifications indicate the award will be in the best interest of the Owner, in Owner's sole judgment. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the work in accordance with the Contract documents to the satisfaction of the Owner and within the time prescribed. The Owner reserves the right to reject the bid of any Bidder who does not pass such investigation to the Owner's satisfaction. Until the Owner's final execution and delivery of the Contract, the Owner reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Owner will be promoted.

16. EXECUTION OF THE CONTRACT

The successful Bidder shall sign (execute) and return the contract to the Owner, along with the required proofs of insurance and fully executed performance and payment bonds, within fifteen (15) calendar days after the date of written notice to award.

Upon receipt of the contract, proof of insurance and performance and payment bonds executed by the successful Bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return one fully executed original contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's bid and the terms of the contract. No work shall begin until the Owner has issued a formal Notice-to-Proceed.

17. FAILURE TO EXECUTE CONTRACT

Failure of the successful Bidder to execute the contract or furnish the required proofs of insurance and acceptable performance and payment bonds within the fifteen (15) calendar-day period shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidation of damages to the Owner.

The Owner reserves the right to cancel the award without incurring liability to the Bidder (except Owner's return of bid guaranty if appropriate) at any time before a contract has been fully executed by all parties and is approved by the Owner.

18. GENERAL BOND REQUIREMENTS

- 18.1 **Bid Bond or Other Security:** A bid bond, certified check, or cashier's check payable to the Greater Asheville Regional Airport Authority, in a dollar amount representing not less than five percent (5%) of the total amount bid as a guarantee to execute the work described herein shall be provided with the Bid.
- 18.2 **Performance Bond:** A performance bond, letter of credit, or a cashier's check, payable to the Greater Asheville Regional Airport Authority, shall be provided in the amount of one hundred percent (100%) of the total amount bid within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Contractor will promptly complete the work in accordance with the terms of the contract. All Performance Bonds must be submitted on the form contained within the contract documents.
- 18.3 **Payment Bond:** A separate payment bond, letter of credit, or a cashier's check, payable to the Greater Asheville Regional Airport Authority, shall be provided in the amount of one hundred percent (100%) of the total amount bid within fifteen (15) calendar days from the date of written notice of award. The payment guaranty assures that the Contractor will promptly pay in full all bills and accounts for materials and labor used in the completion of the work. All Payment Bonds must be submitted on the form contained within the contract documents.

PROPOSAL FORM 1: BIDDER'S CERTIFICATION

TO: **Greater Asheville Regional Airport Authority**
61 Terminal Drive, Suite 1
Fletcher, NC 28732

PROJECT: **Bid Package 3 – Permanent Runway 17-35 Site Preparation and NAVAIDs**
FAA AIP Project No.: 3-37-0005-046-2016

BIDDER: GLF Construction Corporation

BIDDER'S ADDRESS: 80 South West 8th Street, Suite 2201
Miami, Florida 33130

DATE: February 25, 2016

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

Alex Keith (Name) (828) 620-1393 (Telephone Number)

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned declares that he has carefully examined this Request for Bid and all Bid Documents and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and carefully estimated on the work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans of underground structures relating to the work and that if any have been given or made, they are to be considered solely as a base for filling out and preparing several proposals.

The undersigned proposes to furnish all labor, equipment material required for the above outlined construction at the airport known as Asheville Regional Airport located in Buncombe County, North Carolina in accordance with the accompanying bid documents for the sums specified herein, subject to additions and deductions according to the specifications and in all respects to the terms thereof.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified. It is understood that the OWNER reserves the right to accept or reject any or all bids and to waive any informalities. Wages not less than the minimum rates or wages, as pre-determined for this project by the Secretary of the U.S. Department of Labor, were used in the preparation of this proposal. It is agreed that the description under each item, being stated, implies although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals and constitute bidders obligations as described in the specifications, and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The Owner reserves the right to award any, all, or none of the alternate bid items if applicable.

Enclosed herewith is the Proposal Bond in the form specified herein which is submitted as a guarantee of the good faith of the Proposal. The Bidder agrees that, upon receipt of notice to award, he will, within 15

calendar days, execute the Contract in accordance with the Proposal as accepted, and satisfy the Contract bonding and insurance requirements stipulated herein; and that upon his failure or refusal to do so, the Proposal Bond accompanying his bid shall be forfeited to and become the property of the OWNER as liquidated damages for such failure or refusal.

ADDENDA

The Bidder hereby acknowledges that he has received the following Addenda:

Addendum # 1 Date: 02/12/16
Addendum # 2 Date: 02/19/16

Addendum # 3 Date: 2/23/16
Addendum # _____ Date: _____

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, are included in the stated bid prices. It is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices. The contractor shall include on the attached bid form the total sum of all taxes included in each of the bid prices.

NOTE: THE BID PRICES SET FORTH ON THE ATTACHED SHEETS SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT.



ATTEST:

Signature _____

By: Michael J. Miles

Title: Vice-President & Assistant Secretary

BIDDER:

GLF Construction Corporation
Name of Company

Francesco Senis
Signature

By: Francesco Senis

Title: President & CEO

PROPOSAL FORM 2: PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered.

STATE OF Florida)

COUNTY OF Miami-Dade)

Francesco Senis of lawful age, being first duly sworn, upon his oath, deposes and says: That he executed the accompanying Proposal on behalf of the Contractor therein named, and that he had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal or Proposals, until after the sealed Proposal or Proposals are opened.

Signed: Francesco Senis

Subscribed and sworn to before me this 25th day of February, 2016.

My Commission Expires:



Thelma E. Garcia
Notary Public

PROPOSAL FORM 3: BID FORM

BIDDER INITIALS FS

BIDDER: GLF Construction Corporation Date: 02/25/16

1. Price: Includes all labor, materials, and equipment, etc. required to complete project.
2. In submitting this bid, I certify:
 - a. Items bid are in exact accordance with specifications, unless noted in bid.
 - b. Prices in this bid have been arrived at independently, without consultation or agreement with any competitor for purpose of restricting competition.
3. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal, which includes initials on each bid form sheet, shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
 Project: Bid Package 3
Permanent Runway 17-35 Site Preparation and NAVAIDs

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
BID SCHEDULE - TEMPORARY RUNWAY 17-35 SITE PREPARATION AND GRADING					
M-105-2.1	MOBILIZATION at <u>Six Hundred Thousand</u> dollars and <u>NO</u> cents	LS	1	\$ <u>600,000</u>	\$ <u>600,000</u>
S-140-4.1	SITE DEMOLITION at <u>Fifty Thousand</u> dollars and <u>NO</u> cents	LS	1	\$ <u>50,000.00</u>	\$ <u>50,000</u>
S-140-4.2	REMOVAL OF FENCE (SIZE AND MATERIAL VARIES) at <u>THREE</u> dollars and <u>NO</u> cents	LF	2,754	\$ <u>3.00</u>	\$ <u>8,262.00</u>
S-140-4.3	REMOVAL OF DRAINAGE STRUCTURES (SIZE AND MATERIAL VARIES) at <u>TWO HUNDRED</u> dollars and <u>NO</u> cents	EA	47	\$ <u>270.00</u>	\$ <u>12,690.00</u>
S-140-4.4	REMOVAL OF DRAINAGE PIPES (SIZE AND MATERIAL VARIES) at <u>SIXTEEN</u> dollars and <u>NO</u> cents	LF	6,200	\$ <u>16.00</u>	\$ <u>99,200.00</u>
P-101-5.1	PAVEMENT REMOVAL at <u>THIRTEEN</u> dollars and <u>NO</u> cents	SY	157,500	\$ <u>13.00</u>	\$ <u>2,047,500.00</u>

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BIDDER INITIALS FS

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
P-102-1	SAFETY AND SECURITY at <u>SIX HUNDRED THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>600,000.00</u>	\$ <u>600,000.00</u>
P-102-2	BARRICADES at <u>Eighty four</u> dollars and _____ cents	EA	190	\$ <u>84.00</u>	\$ <u>15,960.00</u>
P-104-5.1	PROJECT SURVEY AND STAKEOUT at <u>THREE HUNDRED THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>300,000.00</u>	\$ <u>300,000.00</u>
P-151-4.1	CLEARING AND GRUBBING at <u>FIVE HUNDRED THOUSAND</u> dollars and <u>NO</u> cents	AC	0.5	\$ <u>500,000.00</u>	\$ <u>250,000.00</u>
P-152-4.1	EMBANKMENT IN PLACE (PHASE 3A) at <u>FOUR</u> dollars and <u>NO</u> cents	CY	24,700	\$ <u>4.00</u>	\$ <u>98,800.00</u>
P-152-4.2	EMBANKMENT IN PLACE (PHASE 3B) at <u>FOUR</u> dollars and <u>Twenty five</u> cents	CY	77,700	\$ <u>4.25</u>	\$ <u>330,225.00</u>
P-152-4.3	EMBANKMENT IN PLACE (PHASE 3C) at <u>four</u> dollars and <u>no</u> cents	CY	62,300	\$ <u>4.00</u>	\$ <u>249,200.00</u>
P-152-4.4	EMBANKMENT IN PLACE (PHASE 3D) at <u>four</u> dollars and <u>fifty</u> cents	CY	59,700	\$ <u>4.50</u>	\$ <u>268,650.00</u>
P-152-4.5	EMBANKMENT IN PLACE (PHASE 3E) at <u>five</u> dollars and <u>no</u> cents	CY	8,300	\$ <u>5.00</u>	\$ <u>41,500.00</u>

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
P-152-4.6	EMBANKMENT IN PLACE (PHASE 3F) at <u>five</u> dollars and <u>no</u> cents	CY	147,600	\$ <u>5.00</u>	\$ <u>738,000.00</u>
P-152-4.7	EMBANKMENT IN PLACE (PHASE 3G) at <u>one</u> dollars and <u>seventy</u> cents	CY	25,000	\$ <u>1.70</u>	\$ <u>42,500.00</u>
P-152-4.8	UNSUITABLE EXCAVATION at <u>three</u> dollars and <u>no</u> cents	CY	15,700	\$ <u>3.00</u>	\$ <u>47,100.00</u>
P-152-4.9	ROCK EXCAVATION (BY BLASTING) at <u>thirty three</u> dollars and <u>no</u> cents	CY	9,000	\$ <u>33.00</u>	\$ <u>297,000.00</u>
P-152-4.10	ROCK EXCAVATION (BY RIPPING) at <u>seven</u> dollars and <u>no</u> cents	CY	3,000	\$ <u>7.00</u>	\$ <u>21,000.00</u>
P-152-4.11	ONSITE CRUSHED ROCK at <u>eight</u> dollars and <u>fifty</u> cents	CY	25,000	\$ <u>8.50</u>	\$ <u>212,500.00</u>
P-156-5.1-1	BLOCK AND GRAVEL INLET PROTECTION at <u>three hundred fifty five</u> dollars and <u>no</u> cents	EA	89	\$ <u>355.00</u>	\$ <u>31,595.00</u>
P-156-5.1-2	TEMPORARY SILT FENCE at <u>three</u> dollars and <u>fifty</u> cents	LF	13,900	\$ <u>3.50</u>	\$ <u>48,650.00</u>
P-156-5.1-3	MAINTAIN EXISTING TEMPORARY SILT FENCE at <u>no</u> dollars and <u>eighty</u> cents	LF	5,000	\$ <u>.80</u>	\$ <u>4,000.00</u>

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ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
P-156-5.1-4	SPECIAL SEDIMENT CONTROL FENCE at <u>nine</u> dollars and <u>no</u> cents	LF	4,350	\$ <u>9.00</u>	\$ <u>39,150.00</u>
P-156-5.1-5	EXCELSIOR MATTING at <u>two</u> dollars and <u>no</u> cents	SY	100,000	\$ <u>2.00</u>	\$ <u>200,000.00</u>
P-156-5.1-6	PERMANENT SLOPE MATTING at <u>three</u> dollars and <u>fifty</u> cents	SY	9,000	\$ <u>3.50</u>	\$ <u>31,500.00</u>
P-156-5.1-7	CONSTRUCTION ENTRANCE (WITH PIPE) at <u>two thousand three hundred</u> dollars and <u>no</u> cents	EA	5	\$ <u>2,300.00</u>	\$ <u>11,500.00</u>
P-156-5.1-8	CONSTRUCTION ENTRANCE (WITHOUT PIPE) at <u>two thousand three hundred</u> dollars and <u>no</u> cents	EA	11	\$ <u>2,300.00</u>	\$ <u>25,300.00</u>
P-156-5.1-9	TEMPORARY DIVERSION DITCH at <u>nine</u> dollars and <u>no</u> cents	LF	3,500	\$ <u>9.00</u>	\$ <u>31,500.00</u>
P-156-5.1-10	18" TEMPORARY SLOPE DRAIN at <u>twenty one</u> dollars and <u>no</u> cents	LF	500	\$ <u>21.00</u>	\$ <u>10,500.00</u>
P-156-5.1-11	18" TEMPORARY SLOPE DRAIN (INSTALLATION AND MAINTENANCE) at <u>twenty eight</u> dollars and <u>no</u> cents	LF	2,100	\$ <u>28.00</u>	\$ <u>58,800.00</u>
P-156-5.1-12	ROCK PIPE INLET PROTECTION at <u>three hundred ten</u> dollars and <u>no</u> cents	EA	31	\$ <u>310.00</u>	\$ <u>9,610.00</u>

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
P-156-5.1-13	TEMPORARY SLOPE DRAIN OUTLET PROTECTION at <u>THREE HUNDRED TEN</u> dollars and <u>ZERO</u> cents	EA	31	\$ <u>310.00</u>	\$ <u>9,610.00</u>
P-156-5.1-14	ROCK CHECK DAM at <u>THREE HUNDRED TEN</u> dollars and <u>ZERO</u> cents	EA	20	\$ <u>310.00</u>	\$ <u>6,200.00</u>
P-156-5.1-15	MAINTAIN EXISTING ROCK CHECK DAMS at <u>THREE HUNDRED EIGHTY FIVE</u> dollars and <u>ZERO</u> cents	EA	10	\$ <u>385.00</u>	\$ <u>3,850.00</u>
P-156-5.1-16	RIP RAP, CLASS A at <u>SIXTY NINE</u> dollars and <u>ZERO</u> cents	CY	47	\$ <u>69.00</u>	\$ <u>3,243.00</u>
P-156-5.1-17	RIP RAP, CLASS B at <u>SIXTY NINE</u> dollars and <u>ZERO</u> cents	CY	1,380	\$ <u>69.00</u>	\$ <u>91,770.00</u> <u>95,220.00</u> <u>(10)</u>
P-156-5.1-18	RIP RAP, CLASS 1 at <u>SIXTY NINE</u> dollars and <u>ZERO</u> cents	CY	590	\$ <u>69.00</u>	\$ <u>40,710.00</u>
P-156-5.1-19	RIP RAP, CLASS 2 at <u>SIXTY NINE</u> dollars and <u>ZERO</u> cents	CY	1,350	\$ <u>69.00</u>	\$ <u>93,150.00</u>
P-156-5.1-20	MAINTAIN EXISTING SEDIMENT BASIN "A" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.00</u>	\$ <u>3,800.00</u>

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
P-156-5.1-21	MAINTAIN EXISTING SEDIMENT BASIN "B" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.⁰⁰</u>	\$ <u>3,800.⁰⁰</u>
P-156-5.1-22	MAINTAIN EXISTING SEDIMENT BASIN "C" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.⁰⁰</u>	\$ <u>3,800.⁰⁰</u>
P-156-5.1-23	MAINTAIN AND CONVERT EXISTING SEDIMENT BASIN "D" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.⁰⁰</u>	\$ <u>3,800.⁰⁰</u>
P-156-5.1-24	MAINTAIN EXISTING SEDIMENT BASIN "E" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.⁰⁰</u>	\$ <u>3,800.⁰⁰</u>
P-156-5.1-25	MAINTAIN EXISTING SKIMMER BASIN "F" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.⁰⁰</u>	\$ <u>3,800.⁰⁰</u>
P-156-5.1-26	MAINTAIN EXISTING SKIMMER BASIN "G" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.⁰⁰</u>	\$ <u>3,800.⁰⁰</u>
P-156-5.1-27	MAINTAIN EXISTING SEDIMENT BASIN "H" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.⁰⁰</u>	\$ <u>3,800.⁰⁰</u>
P-156-5.1-28	INSTALLATION AND MAINTENANCE OF SEDIMENT BASIN "I" at <u>SEVENTY TWO HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>7,200.⁰⁰</u>	\$ <u>7,200.⁰⁰</u>
P-156-5.1-29	INSTALLATION AND MAINTENANCE OF SEDIMENT BASIN "J" at <u>SEVENTY TWO HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>7,200.⁰⁰</u>	\$ <u>7,200.⁰⁰</u>

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
P-156-5.1-30	INSTALLATION AND MAINTENANCE OF SEDIMENT BASIN "K" at <u>SEVENTY TWO HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>7,200.00</u>	\$ <u>7,200.00</u>
P-156-5.1-31	INSTALLATION AND MAINTENANCE OF SEDIMENT BASIN "L" at <u>SEVENTY TWO HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>7,200.00</u>	\$ <u>7,200.00</u>
P-156-5.1-32	MAINTAIN AND CONVERT EXISTING SEDIMENT BASIN "M" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.00</u>	\$ <u>3,800.00</u>
P-156-5.1-33	MAINTAIN EXISTING SEDIMENT BASIN "N" at <u>THIRTY EIGHT HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>3,800.00</u>	\$ <u>3,800.00</u>
P-156-5.1-34	INSTALLATION AND MAINTENANCE OF SEDIMENT BASIN "O" at <u>TWELVE THOUSAND</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
P-156-5.1-35	INSTALLATION AND MAINTENANCE OF SKIMMER BASIN "P" at <u>THIRTEEN HUNDRED</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>1,300.00</u>	\$ <u>1,300.00</u>
P-156-5.1-36	INSTALLATION AND MAINTENANCE OF SEDIMENT BASIN "Q" at <u>FIFTEEN THOUSAND</u> dollars and <u>ZERO</u> cents	LS	1	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
NCDOT 520	AGGREGATE BASE COURSE at <u>SEVENTY FIVE</u> dollars and <u>ZERO</u> cents	CY	2,600	\$ <u>75.00</u>	\$ <u>195,000.00</u>
F-160-5.1	PERMANENT WILDLIFE FENCE (INCLUDING MOW STRIP) at <u>TWENTY FOUR THOUSAND FIFTY</u> dollars and <u>ZERO</u> cents	LF	650	\$ <u>37.00</u>	\$ <u>24,050.00</u>

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
F-162-5.1	PERMANENT CHAINLINK FENCE (INCLUDING MOW STRIP) at <u>sixteen</u> dollars and <u>0</u> cents	LF	2,400	\$ <u>16⁰⁰</u>	\$ <u>38,400⁰⁰</u>
F-162-5.2	EXISTING GATE RELOCATION at <u>one thousand</u> dollars and <u>0</u> cents	EA	1	\$ <u>1,000⁰⁰</u>	\$ <u>1,000⁰⁰</u>
F-162-5.3	10' DOUBLE SWING GATE at <u>one thousand three hundred fifty</u> dollars and <u>0</u> cents	EA	6	\$ <u>1,350⁰⁰</u>	\$ <u>8,100⁰⁰</u>
NCDOT-1550-5.1	BORE AND JACK - STEEL CASING at <u>eight hundred fifty</u> dollars and <u>0</u> cents	LF	180	\$ <u>850⁰⁰</u>	\$ <u>153,000⁰⁰</u>
D-701-5.1-1	18" REINFORCED CONCRETE PIPE, CLASS III at <u>thirty-seven</u> dollars and <u>0</u> cents	LF	2,393	\$ <u>37⁰⁰</u>	\$ <u>88,541⁰⁰</u>
D-701-5.1-2	18" REINFORCED CONCRETE PIPE, CLASS IV at <u>fifty-five</u> dollars and <u>0</u> cents	LF	355	\$ <u>55⁰⁰</u>	\$ <u>19,525⁰⁰</u>
D-701-5.1-3	18" REINFORCED CONCRETE PIPE, CLASS III (INSTALLATION ONLY) at <u>forty-eight</u> dollars and <u>0</u> cents	LF	24	\$ <u>49⁰⁰</u>	\$ <u>1,152⁰⁰</u>
D-701-5.1-4	24" REINFORCED CONCRETE PIPE, CLASS III at <u>sixty</u> dollars and <u>0</u> cents	LF	748	\$ <u>60⁰⁰</u>	\$ <u>44,880⁰⁰</u>
D-701-5.1-5	24" REINFORCED CONCRETE PIPE, CLASS IV at <u>sixty-eight</u> dollars and <u>0</u> cents	LF	317	\$ <u>68⁰⁰</u>	\$ <u>21,556⁰⁰</u>

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D-701-5.1-6	30" REINFORCED CONCRETE PIPE, CLASS III at <u>one hundred</u> dollars and <u>0</u> cents	LF	1,664	\$ <u>100</u> ⁰²	\$ <u>166,400</u> ⁰²
D-701-5.1-8	36" REINFORCED CONCRETE PIPE, CLASS III at <u>ninety</u> dollars and <u>0</u> cents	LF	783	\$ <u>90</u> ⁰²	\$ <u>70,470</u> ⁰²
D-701-5.1-9	36" REINFORCED CONCRETE PIPE, CLASS IV at <u>one hundred twenty</u> dollars and <u>0</u> cents	LF	230	\$ <u>120</u> ⁰²	\$ <u>27,600</u> ⁰²
D-701-5.1-10	42" REINFORCED CONCRETE PIPE, CLASS III at <u>one hundred eighteen</u> dollars and <u>0</u> cents	LF	5,501	\$ <u>119</u> ⁰²	\$ <u>649,119</u> ⁰²
D-701-5.1-11	42" REINFORCED CONCRETE PIPE, CLASS IV at <u>one hundred thirty</u> dollars and <u>0</u> cents	LF	687	\$ <u>130</u> ⁰²	\$ <u>89,310</u> ⁰²
D-701-5.1-12	60" REINFORCED CONCRETE PIPE, CLASS III at <u>one hundred ninety</u> dollars and <u>0</u> cents	LF	512	\$ <u>190</u> ⁰²	\$ <u>97,280</u> ⁰²
D-701-5.1-13	60" REINFORCED CONCRETE PIPE, CLASS IV at <u>two hundred fifty</u> dollars and <u>0</u> cents	LF	80	\$ <u>250</u> ⁰²	\$ <u>20,000</u> ⁰²

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D-701-5.1-14	72" REINFORCED CONCRETE PIPE, CLASS III at <u>two hundred seventy</u> dollars and <u>0</u> cents	LF	246	\$ <u>270⁰⁰</u>	\$ <u>66,420⁰⁰</u>
D-701-5.1-15	48" REINFORCED CONCRETE PIPE, CLASS III at <u>one hundred sixty</u> dollars and <u>0</u> cents	LF	186	\$ <u>160⁰⁰</u>	\$ <u>29,760⁰⁰</u>
D-701-5.1-16	54" REINFORCED CONCRETE PIPE, CLASS III at <u>one hundred eighty five</u> dollars and <u>0</u> cents	LF	76	\$ <u>195⁰⁰</u>	\$ <u>14,820⁰⁰</u>
D-751-5.1-1	DROP INLET - SINGLE GRATE - NCDOT RATED (0-5') at <u>three thousand seven hundred</u> dollars and <u>0</u> cents	EA	5	\$ <u>3,700⁰⁰</u>	\$ <u>18,500⁰⁰</u>
D-751-5.1-2	DROP INLET - SINGLE GRATE - NCDOT RATED (5-10') at <u>three thousand nine hundred</u> dollars and <u>0</u> cents	EA	7	\$ <u>3,900⁰⁰</u>	\$ <u>27,300⁰⁰</u>
D-751-5.1-3	DROP INLET - SINGLE GRATE - NCDOT RATED (15'+) at <u>four thousand seven hundred</u> dollars and <u>0</u> cents	EA	1	\$ <u>4,700⁰⁰</u>	\$ <u>4,700⁰⁰</u>
D-751-5.1-4	DROP INLET - DOUBLE GRATE - NCDOT RATED (0-5') at <u>three thousand seven hundred</u> dollars and <u>0</u> cents	EA	13	\$ <u>3,700⁰⁰</u>	\$ <u>48,100⁰⁰</u>
D-751-5.1-5	DROP INLET - DOUBLE GRATE - NCDOT RATED (5-10') at <u>three thousand seven hundred</u> dollars and <u>0</u> cents	EA	19	\$ <u>3,700⁰⁰</u>	\$ <u>70,300⁰⁰</u>

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D-751-5.1-6	DROP INLET - DOUBLE GRATE - NCDOT RATED (10-15') at <u>four thousand five hundred</u> dollars and <u>0</u> cents	EA	12	\$ <u>4,500⁰⁰</u>	\$ <u>54,000⁰⁰</u>
D-751-5.1-7	DROP INLET - DOUBLE GRATE - NCDOT RATED (15'+) at <u>four thousand seven hundred</u> dollars and <u>0</u> cents	EA	2	\$ <u>4,700⁰⁰</u>	\$ <u>9,400⁰⁰</u>
D-751-5.1-8	DROP INLET - DOUBLE GRATE - AIRFIELD RATED (INSTALLATION ONLY) at <u>four thousand one hundred</u> dollars and <u>0</u> cents	EA	1	\$ <u>4,100⁰⁰</u>	\$ <u>4,100⁰⁰</u>
D-751-5.1-9	DROP INLET - SINGLE GRATE - AIRCRAFT RATED at <u>four thousand one hundred</u> dollars and <u>0</u> cents	EA	1	\$ <u>4,100⁰⁰</u>	\$ <u>4,100⁰⁰</u>
D-751-5.1-10	MANHOLE (0-5') at <u>three thousand five hundred</u> dollars and <u>0</u> cents	EA	1	\$ <u>3,500⁰⁰</u>	\$ <u>3,500⁰⁰</u>
D-751-5.1-11	MANHOLE (5-10') at <u>three thousand seven hundred</u> dollars and <u>0</u> cents	EA	2	\$ <u>3,700⁰⁰</u>	\$ <u>7,400⁰⁰</u>
D-751-5.1-12	MANHOLE (10-15') at <u>four thousand three hundred</u> dollars and <u>0</u> cents	EA	1	\$ <u>4,300⁰⁰</u>	\$ <u>4,300⁰⁰</u>
D-751-5.1-13	MANHOLE (15'+) at <u>four thousand five hundred</u> dollars and <u>0</u> cents	EA	2	\$ <u>4,500⁰⁰</u>	\$ <u>9,000⁰⁰</u>
D-751-5.1-14	ADJUST AND CONVERT EXISTING MANHOLE TO AIRCRAFT RATED at <u>four thousand one hundred</u> dollars and <u>0</u> cents	EA	3	\$ <u>4,100⁰⁰</u>	\$ <u>12,300⁰⁰</u>

PROPOSAL FORM 3: BID FORM

BIDDER INITIALS FS

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
 Project: Bid Package 3
 Permanent Runway 17-35 Site Preparation and NAVAIDS

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
D-751-5.1-15	ADJUST AND CONVERT EXISTING DROP INLET TO AIRCRAFT RATED at <u>Four Thousand One Hundred</u> dollars and <u>NO</u> cents	EA	1	\$ <u>4100⁰⁰</u>	\$ <u>4100⁰⁰</u>
D-751-5.1-16	ADJUST EXISTING AIRCRAFT RATED MANHOLE at <u>Four Thousand One Hundred</u> dollars and <u>NO</u> cents	EA	2	\$ <u>4100⁰⁰</u>	\$ <u>8200⁰⁰</u>
D-751-5.1-17	ADJUST EXISTING DROP INLET at <u>Three Thousand</u> dollars and <u>NO</u> cents	EA	1	\$ <u>3000⁰⁰</u>	\$ <u>3000⁰⁰</u>
D-751-5.1-18	CAP EXISTING DROP INLET at <u>Two Thousand Two Hundred</u> dollars and _____ cents	EA	1	\$ <u>2200⁰⁰</u>	\$ <u>2200⁰⁰</u>
D-752-5.1-1	18" FLARED END SECTION at <u>Two Thousand</u> dollars and <u>NO</u> cents	EA	8	\$ <u>2000⁰⁰</u>	\$ <u>16000⁰⁰</u>
D-752-5.1-2	24" FLARED END SECTION at <u>Two Thousand One Hundred</u> dollars and <u>NO</u> cents	EA	1	\$ <u>2100⁰⁰</u>	\$ <u>2100⁰⁰</u>
D-752-5.1-3	30" FLARED END SECTION at <u>Two Thousand Four Hundred</u> dollars and <u>NO</u> cents	EA	1	\$ <u>2400⁰⁰</u>	\$ <u>2400⁰⁰</u>
D-752-5.1-4	36" FLARED END SECTION (RELOCATION OF EXISTING FLARED END SECTION) at <u>Two Thousand</u> dollars and <u>NO</u> cents	EA	1	\$ <u>2000⁰⁰</u>	\$ <u>2000⁰⁰</u>
D-752-5.1-5	42" FLARED END SECTION at <u>Three Thousand Seven Hundred</u> dollars and <u>NO</u> cents	EA	4	\$ <u>3700⁰⁰</u>	\$ 14800⁰⁰ <u>12,800⁰⁰</u> (105)

PROPOSAL FORM 3: BID FORM

BIDDER INITIALS FS

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
D-752-5.1-6	60" FLARED END SECTION at <u>Six Thousand Two Hundred</u> dollars and <u>NO</u> cents	EA	1	\$ <u>6200⁰⁰</u>	\$ <u>6200⁰⁰</u>
D-752-5.1-7	72" DUAL HEAD WALL at <u>Ten Thousand</u> dollars and <u>NO</u> cents	EA	2	\$ <u>10,000⁰⁰</u>	\$ <u>20,000⁰⁰</u>
D-752-5.1-9	54" FLARED END SECTION at <u>Five Thousand Five Hundred</u> dollars and <u>NO</u> cents	EA	1	\$ <u>5500⁰⁰</u>	\$ <u>5500⁰⁰</u>
D-752-5.2-1	24" SECURITY GRATE at <u>Five Thousand Nine Hundred</u> dollars and <u>NO</u> cents	EA	1	\$ <u>5900⁰⁰</u>	\$ <u>5900⁰⁰</u>
D-752-5.2-2	30" SECURITY GRATE at <u>Seven Thousand</u> dollars and <u>NO</u> cents	EA	1	\$ <u>7000⁰⁰</u>	\$ <u>7000⁰⁰</u>
D-752-5.2-3	72" SECURITY GRATE at <u>Two Thousand</u> dollars and <u>NO</u> cents	EA	8	\$ <u>10,000⁰⁰</u>	\$ <u>80,000⁰⁰</u>
D-752-5.2-4	CONCRETE PIPE CRADLE at <u>Six Thousand</u> dollars and <u>NO</u> cents	LS	1	\$ <u>6000⁰⁰</u>	\$ <u>6000⁰⁰</u>
T-901-5.1	SEEDING at <u>One Thousand One Hundred</u> dollars and <u>NO</u> cents	AC	175	\$ <u>400</u>	\$ <u>199,500</u>

PROPOSAL FORM 3: BID FORM

BIDDER INITIALS FS

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
T-905-5.1	TOPSOILING - PHASE 3A (OBTAINED ON SITE OR REMOVED FROM STOCKPILE) at <u>Three</u> dollars and <u>Sixty Five</u> cents	CY	200	\$ <u>3.65</u>	\$ <u>730.00</u>
T-905-5.2	TOPSOILING - PHASE 3B (OBTAINED ON SITE OR REMOVED FROM STOCKPILE) at <u>Three</u> dollars and <u>Seventy</u> cents	CY	4,000	\$ <u>3.70</u>	\$ <u>14,800.00</u>
T-905-5.3	TOPSOILING - PHASE 3C (OBTAINED ON SITE OR REMOVED FROM STOCKPILE) at <u>Four</u> dollars and <u>No</u> cents	CY	5,800	\$ <u>4.00</u>	\$ <u>23,200.00</u>
T-905-5.4	TOPSOILING - PHASE 3D (OBTAINED ON SITE OR REMOVED FROM STOCKPILE) at <u>Four</u> dollars and <u>No</u> cents	CY	16,600	\$ <u>4.00</u>	\$ <u>66,400.00</u>
T-905-5.5	TOPSOILING - PHASE 3E (OBTAINED ON SITE OR REMOVED FROM STOCKPILE) at <u>Three</u> dollars and <u>Seventy</u> cents	CY	2,200	\$ <u>3.70</u>	\$ <u>8,140.00</u>
T-905-5.6	TOPSOILING - PHASE 3F (OBTAINED ON SITE OR REMOVED FROM STOCKPILE) at <u>Three</u> dollars and <u>Seventy</u> cents	CY	14,900	\$ <u>3.70</u>	\$ <u>55,130.00</u>
T-905-5.7	TOPSOILING - PHASE 3G (OBTAINED ON SITE OR REMOVED FROM STOCKPILE) at <u>Four</u> dollars and <u>No</u> cents	CY	25,000	\$ <u>4.20</u>	\$ <u>105,000.00</u>
T-908-5.1	MULCHING at <u>Five Hundred Fifty Five</u> dollars and _____ cents	AC	155	\$ <u>555.00</u>	\$ <u>86,025.00</u>

PROPOSAL FORM 3: BID FORM

BIDDER INITIALS FS

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
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 Permanent Runway 17-35 Site Preparation and NAVAIDS

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
SSP-100	SLOPE STABILIZATION PLAN at <u>Five Thousand</u> dollars and <u>No</u> cents	LS	1	\$ <u>5000.00</u>	\$ <u>5000⁰⁰</u>
SSP-100	SLOPE STABILIZATION ALLOWANCE at <u>THIRTY THOUSAND</u> dollars and <u>ZERO</u> cents	AL	1	\$30,000.00	\$30,000.00
L-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES at <u>Twelve Thousand Five Hundred</u> dollars and <u>No</u> cents	LS	1	\$ <u>12,500⁰⁰</u>	\$ <u>12,500⁰⁰</u>
L-105-5.1-1	REMOVAL OF AIRFIELD ELECTRICAL at <u>Five Thousand</u> dollars and _____ cents	LS	1	\$ <u>5000⁰⁰</u>	\$ <u>5000⁰⁰</u>
L-105-5.1-2	REMOVAL OF RUNWAY 16 PAPI SYSTEM at <u>One Thousand Seven Hundred</u> dollars and <u>No</u> cents	LS	1	\$ <u>1700⁰⁰</u>	\$ <u>1700⁰⁰</u>
L-105-5.1-3	REMOVAL OF RUNWAY 34 VASI SYSTEM at <u>One Thousand Seven Hundred</u> dollars and <u>No</u> cents	LS	1	\$ <u>1700⁰⁰</u>	\$ <u>1700⁰⁰</u>
L-105-5.1-4	REMOVAL OF EXISTING RUNWAY 16 LOCALIZER & PLATFORM at <u>Twelve Thousand</u> dollars and <u>00</u> cents	LS	1	\$ <u>12,000⁰⁰</u>	\$ <u>12,000⁰⁰</u>
L-105-5.1-5	REMOVAL OF EXISTING RUNWAY 34 LOCALIZER at <u>Five Thousand Five Hundred</u> dollars and <u>No</u> cents	LS	1	\$ <u>5500⁰⁰</u>	\$ <u>5500⁰⁰</u>

PROPOSAL FORM 3: BID FORM

BIDDER INITIALS FS

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
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 Permanent Runway 17-35 Site Preparation and NAVAIDs

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
L-105-5.1-6	REMOVAL OF EXISTING RUNWAY 16 MALSR at <u>SIXTY EIGHT THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>68,000.00</u>	\$ <u>68,000.00</u>
L-105-5.1-7	REMOVAL OF EXISTING RUNWAY 34 MALSR at <u>Forty Four THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>44,000.00</u>	\$ <u>44,000.00</u>
L-105-5.1-8	REMOVAL OF RUNWAY CENTERLINE LIGHT, IN-PAVEMENT at <u>Forty Two</u> dollars and <u>NO</u> cents	EA	136	\$ <u>42.00</u>	\$ <u>5,712.00</u>
L-105-5.1-9	REMOVAL OF RUNWAY EDGE LIGHT, ELEVATED at <u>Forty Two</u> dollars and <u>NO</u> cents	EA	68	\$ <u>42.00</u>	\$ <u>2,856.00</u>
L-105-5.1-10	REMOVAL OF RUNWAY EDGE LIGHT, IN-PAVEMENT at <u>Forty Two</u> dollars and <u>NO</u> cents	EA	2	\$ <u>42.00</u>	\$ <u>84.00</u>
L-105-5.1-11	REMOVAL OF TAXIWAY EDGE LIGHT, ELEVATED at <u>Forty Two</u> dollars and <u>NO</u> cents	EA	140	\$ <u>42.00</u>	\$ <u>5,880.00</u>
L-105-5.1-12	REMOVAL OF RUNWAY THRESHOLD LIGHT, IN-PAVEMENT at <u>Forty Two</u> dollars and <u>NO</u> cents	EA	8	\$ <u>42.00</u>	\$ <u>336.00</u>
L-105-5.1-13	REMOVAL OF TOUCHDOWN ZONE (TDZ) LIGHT, IN-PAVEMENT at <u>Forty Two</u> dollars and <u>NO</u> cents	EA	138	\$ <u>42.00</u>	\$ <u>5,796.00</u>
L-105-5.1-14	REMOVAL OF GUIDANCE SIGN at <u>ONE HUNDRED TWENTY FIVE</u> dollars and <u>NO</u> cents	EA	34	\$ <u>125.00</u>	\$ <u>4,250.00</u>

PROPOSAL FORM 3: BID FORM

BIDDER INITIALS FS

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
L-110S-5.1	DIRECTIONAL BORE DUCT at <u>SEVENTY EIGHT</u> dollars and <u>NO</u> cents	LF	550	\$ <u>78.00</u>	\$ <u>42,900.00</u>
N-1001-1	CONSTRUCTION RUNWAY 17 MALSR - PHASE 1 at <u>ONE MILLION ONE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED</u> dollars and <u>NO</u> cents	LS	1	\$ <u>1,183,500.00</u>	\$ <u>1,183,500.00</u>
N-1001-2	CONSTRUCTION RUNWAY 17 MALSR - PHASE 2 at <u>THIRTY SEVEN THOUSAND FIVE HUNDRED</u> dollars and <u>NO</u> cents	LS	1	\$ <u>37,500.00</u>	\$ <u>37,500.00</u>
N-1001-3	CONSTRUCTION RUNWAY 35 MALSR - PHASE 1 at <u>NINE HUNDRED THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>900,000.00</u>	\$ <u>900,000.00</u>
N-1001-4	CONSTRUCTION RUNWAY 35 MALSR - PHASE 2 at <u>FOURTY THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
N-1002-1	CONSTRUCT RUNWAY 17 LOCALIZER - PHASE 1 at <u>EIGHTY FIVE THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>85,000.00</u>	\$ <u>85,000.00</u>
N-1002-2	CONSTRUCT RUNWAY 17 LOCALIZER PLATFORM - PHASE 1 at <u>FOUR HUNDRED THIRTY THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>430,000.00</u>	\$ <u>430,000.00</u>
N-1002-3	CONSTRUCT RUNWAY 17 LOCALIZER - PHASE 2 at <u>FIVE THOUSAND FIVE HUNDRED</u> dollars and <u>NO</u> cents	LS	1	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>
N-1002-4	CONSTRUCT RUNWAY 35 LOCALIZER - PHASE 1 at <u>ONE HUNDRED TEN THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>110,000.00</u>	\$ <u>110,000.00</u>
N-1002-5	CONSTRUCT RUNWAY 35 LOCALIZER PLATFORM - PHASE 1 at <u>THREE HUNDRED FIFTY THOUSAND</u> dollars and <u>NO</u> cents	LS	1	\$ <u>350,000.00</u>	\$ <u>350,000.00</u>

PROPOSAL FORM 3: BID FORM

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ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
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 Permanent Runway 17-35 Site Preparation and NAVAIDs

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
N-1002-6	CONSTRUCT RUNWAY 35 LOCALIZER - PHASE 2 at <u>FIVE THOUSAND FIVE HUNDRED</u> dollars and <u>00</u> cents	LS	1	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>
N-1002-7	CONSTRUCT ADDITIONAL LOCALIZER GROUND CHECK POINTS - PHASE 1 at <u>ONE HUNDRED SIXTY</u> dollars and <u>00</u> cents	EA	10	\$ <u>160.00</u>	\$ <u>1,600.00</u>
N-1002-8	CONSTRUCT ADDITIONAL LOCALIZER GROUND CHECK POINTS - PHASE 2 at <u>ONE HUNDRED SIXTY</u> dollars and _____ cents	EA	30	\$ <u>160.00</u>	\$ <u>4800</u>
N-1005-1	FAA ALLOWANCE at ONE-HUNDRED THOUSAND dollars and ZERO cents	AL	1	\$100,000.00	\$100,000.00

PROPOSAL FORM 3: BID FORM

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ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
ALTERNATE NO. 1 - STREAM STABILIZATION - UPPER REACH					
SS-100-6.1	MOBILIZATION at <u>thirty thousand</u> dollars and <u>no</u> cents	1	LS	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
SS-100-6.2	SURVEY LAYOUT at <u>ten thousand</u> dollars and <u>no</u> cents	1	LS	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
SS-100-6.3	CONSTRUCTION ENTRANCE at <u>seven hundred eightyone</u> dollars and <u>no</u> cents	50	LF	\$ <u>781.00</u>	\$ <u>39,050.00</u>
SS-100-6.4	HERBICIDE TREATMENT at <u>five hundred</u> dollars and <u>no</u> cents	125	STEM	\$ <u>500.00</u>	\$ <u>62,500.00</u>
SS-100-6.5	GRADING at <u>twelve thousand eight hundred</u> dollars and <u>no</u> cents	1	LS	\$ <u>12,800.00</u>	\$ <u>12,800.00</u>
SS-100-6.6	MISC. CLASS "A" STONE at <u>fifty five</u> dollars and <u>no</u> cents	20	TON	\$ <u>55.00</u>	\$ <u>1100.00</u>
SS-100-6.7	MISC. CLASS "B" STONE at <u>fifty five</u> dollars and <u>no</u> cents	20	TON	\$ <u>55.00</u>	\$ <u>1100.00</u>
SS-100-6.8	MISC. CLASS 1 STONE (STONE TOE) at <u>forty two</u> dollars and <u>no</u> cents	230	TON	\$ <u>42.00</u>	\$ <u>9660.00</u>
SS-100-6.9	ROCK STEP at <u>three hundred ninety seven</u> dollars and <u>no</u> cents	7	EA	\$ <u>397.00</u>	\$ <u>2,779.00</u>
SS-100-6.10	CONSTRUCTED RIFFLES (CLASS I MIX) at <u>eighty eight</u> dollars and <u>no</u> cents	302	LF	\$ <u>88.00</u>	\$ <u>26,576.00</u>
SS-100-6.11	GEO-LIFTS at <u>one hundred</u> dollars and <u>no</u> cents	460	LF	\$ <u>100.00</u>	\$ <u>46,000.00</u>

PROPOSAL FORM 3: BID FORM

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ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
SS-100-6.12	WATER DIVERSION at <u>ten thousand</u> dollars and <u>no</u> cents	1	LS	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
SS-100-6.13	EROSION CONTROL (COIR) MATTING at <u>four</u> dollars and <u>no</u> cents	1,820	SY	\$ <u>4.00</u>	\$ <u>7,280.00</u>
SS-100-6.14	SILT FENCE at <u>four</u> dollars and <u>no</u> cents	1,200	LF	\$ <u>4.00</u>	\$ <u>4,800.00</u>
SS-100-6.15	TEMPORARY SEEDING at <u>no</u> dollars and <u>thirty</u> cents	5,382	SY	\$ <u>.30</u>	\$ <u>1,614.60</u>
SS-100-6.16	PERMANENT SEEDING, RIPARIAN BUFFER at <u>one</u> dollars and <u>no</u> cents	1,593	SY	\$ <u>1.00</u>	\$ <u>1,593.00</u>
SS-100-6.17	PERMANENT SEEDING, STABILIZATION MIX at <u>no</u> dollars and <u>sixty five</u> cents	3,789	SY	\$ <u>.65</u>	\$ <u>2,462.85</u>
SS-100-6.18	LIVE STAKES at <u>four</u> dollars and <u>fifty</u> cents	870	STEM	\$ <u>4.50</u>	\$ <u>3,915.00</u>
SS-100-6.19	BARE ROOT SEEDLINGS at <u>seventeen</u> dollars and <u>no</u> cents	700	EA	\$ <u>17.00</u>	\$ <u>11,900.00</u>

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
ALTERNATE NO. 2 - STREAM STABILIZATION - LOWER REACH					
SS-100-7.1	MOBILIZATION at <u>twenty thousand</u> dollars and <u>0</u> cents	1	LS	\$ <u>20,000⁰²</u>	\$ <u>20,000⁰²</u>
SS-100-7.2	SURVEY LAYOUT at <u>seven thousand five hundred</u> dollars and <u>0</u> cents	1	LS	\$ <u>7,500⁰²</u>	\$ <u>7,500⁰²</u>
SS-100-7.3	HERBICIDE TREATMENT at <u>five hundred</u> dollars and <u>0</u> cents	175	STEM	\$ <u>500⁰²</u>	\$ <u>97,500⁰²</u>
SS-100-7.4	GRADING at <u>twelve thousand eight hundred</u> dollars and <u>0</u> cents	1	LS	\$ <u>12,800⁰²</u>	\$ <u>12,800⁰²</u>
SS-100-7.5	MISC. CLASS "A" STONE at <u>fifty-five</u> dollars and <u>0</u> cents	20	TON	\$ <u>55⁰²</u>	\$ <u>1,100⁰²</u>
SS-100-7.6	MISC. CLASS "B" STONE at <u>fifty-five</u> dollars and <u>0</u> cents	20	TON	\$ <u>55⁰²</u>	\$ <u>1,100⁰²</u>
SS-100-7.7	MISC. CLASS 1 STONE (STONE TOE) at <u>forty-two</u> dollars and <u>0</u> cents	100	TON	\$ <u>42⁰²</u>	\$ <u>4,200⁰²</u>
SS-100-7.8	ROCK STEP at <u>three hundred ninety-seven</u> dollars and <u>0</u> cents	5	EA	\$ <u>397⁰²</u>	\$ <u>1,985⁰²</u>
SS-100-7.9	CONSTRUCTED RIFFLES (CLASS I MIX) at <u>eighty-eight</u> dollars and <u>0</u> cents	153	LF	\$ <u>99⁰²</u>	\$ <u>13,464⁰²</u>
SS-100-7.10	GEOLIFTS at <u>one hundred</u> dollars and <u>0</u> cents	250	LF	\$ <u>100⁰²</u>	\$ <u>25,000⁰²</u>
SS-100-7.11	WATER DIVERSION at <u>ten thousand</u> dollars and <u>0</u> cents	1	LS	\$ <u>10,000⁰²</u>	\$ <u>10,000⁰²</u>

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Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
SS-100-7.12	EROSION CONTROL (COIR) MATTING at <u>four</u> dollars and <u>0</u> cents	610	SY	\$ <u>4⁰²</u>	\$ <u>2440⁰²</u>
SS-100-7.13	SILT FENCE at <u>four</u> dollars and <u>0</u> cents	744	LF	\$ <u>4⁰²</u>	\$ <u>2976⁰²</u>
SS-100-7.14	TEMPORARY SEEDING at <u>0</u> dollars and <u>thirty</u> cents	1,960	SY	\$ <u>0³⁰</u>	\$ <u>588⁰²</u>
SS-100-7.15	PERMANENT SEEDING, RIPARIAN BUFFER at <u>one</u> dollars and <u>0</u> cents	467	SY	\$ <u>1⁰²</u>	\$ <u>467⁰²</u>
SS-100-7.16	PERMANENT SEEDING, STABILIZATION MIX at <u>0</u> dollars and <u>sixty-five</u> cents	1,493	SY	\$ <u>0⁶⁵</u>	\$ <u>970⁴⁵</u>
SS-100-7.17	LIVE STAKES at <u>four</u> dollars and <u>fifty</u> cents	676	STEM	\$ <u>4⁵⁰</u>	\$ <u>3042⁰²</u>
SS-100-7.18	BARE ROOT SEEDLINGS at <u>seventeen</u> dollars and <u>0</u> cents	450	EA	\$ <u>17⁰²</u>	\$ <u>7650⁰²</u>

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
 Project: Bid Package 3
 Permanent Runway 17-35 Site Preparation and NAVAIDS

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
SUMMARY					
TOTAL AMOUNT OF BASE BID SCHEDULE (IN WORDS)					
	<u>THIRTEEN MILLION FIVE HUNDRED EIGHTEEN THOUSAND</u>				Dollars
	<u>SEVEN HUNDRED FORTY SIX</u>				Cents
	<u>NO</u>				
				Total Bid Schedule Amount \$	<u>13,518,746.00</u>
				Sum of Taxes Included in Base Bid Schedule \$	<u>131,450.00</u>
TOTAL AMOUNT OF ALTERNATE SCHEDULE 1 - STREAM STABILIZATION - UPPER REACH (IN WORDS)					
	<u>TWO HUNDRED EIGHTY FIVE THOUSAND</u>				Dollars
	<u>ONE HUNDRED THIRTY</u>				Cents
	<u>FOURTY FIVE</u>				
				Total Bid Schedule Amount \$	<u>285,130.45</u>
				Sum of Taxes Included in Alternate Schedule 1 \$	<u>2,105.00</u>
TOTAL AMOUNT OF ALTERNATE SCHEDULE 2 - STREAM STABILIZATION - LOWER REACH (IN WORDS)					
	<u>TWO HUNDRED TWO THOUSAND</u>				Dollars
	<u>SEVEN HUNDRED EIGHTY TWO</u>				Cents
	<u>FOURTY FIVE</u>				
				Total Bid Schedule Amount \$	<u>202,782.45</u>
				Sum of Taxes Included in Alternate Schedule 2 \$	<u>1,050.00</u>

Name of Bidder (Typed or Printed): GLF Construction Corporation

Signature of Bidder (Same as Proposal Form): Francesco Senis

Title: Francesco Senis, President & CEO

Addendum:

The Bidder certifies that he has acknowledged the addendum(s) to the contract indicated below:

Addendum No.:	<u>1</u>	Dated:	<u>February 12, 2016</u>
Addendum No.:	<u>2</u>	Dated:	<u>February 19, 2016</u>
Addendum No.:	<u>3</u>	Dated:	<u>FEBRUARY 23, 2016</u>
Addendum No.:		Dated:	

PROPOSAL FORM 4: PROPOSAL BOND

Bond No. not applicable

(Not to be filled in if a Cashier's check is submitted)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Bidder, GLF Construction Corporation, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, firmly bound unto the **Greater Asheville Regional Airport Authority** in the sum of FIVE PERCENT OF THE AMOUNT BID dollars (\$ 5%), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Proposal (base bid) of THIRTEEN THOUSAND EIGHT HUNDRED EIGHTY SEVEN THOUSAND SEVEN HUNDRED FORTY SEVEN dollars (\$ 13,518,746.00) for the improvement of **Asheville Regional Airport** for a period of ninety (90) days after the date on which the bids are opened; and
2. Enters into the written contract and furnishes the required Certificates of Insurance, Payment and Performance Bonds, with Surety or Sureties acceptable to the **Greater Asheville Regional Airport Authority**, within fifteen (15) days after notice that the said Proposal is accepted, then this obligation shall be void; otherwise the same shall be in full force and the full amount of this Proposal Bond shall be paid to the **Greater Asheville Regional Airport Authority** as stipulated herein as liquidated damages.

Signed this 12th day of February, 2016.

(PRINCIPAL MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY OR INDIVIDUAL)

GLF Construction Corporation

Principal

By: Francesco Senis

Francesco Senis, President & CEO

Title



THE PERSON SIGNING FOR THE PRINCIPAL SHALL, IN HIS OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS AUTHORITY TO BIND THE CORPORATION.

(Affix Surety's Corporate Seal)

Fidelity and Deposit Company of Maryland

Joseph Dobkowski Jr.
Surety Joseph Dobkowski Jr., Attorney-In-Fact & NC
Licensed Non-Resident Agent

PROPOSAL FORM 5: SURETY'S BOND AFFIDAVIT

STATE OF NJ)

COUNTY OF Monmouth)

Before me the undersigned authority, personally appeared Joseph Dobkowski, Jr. Who, being duly sworn deposes and says that he is a duly authorized (~~resident~~) (non-resident) insurance agent, properly licensed under the laws of the State of NJ , and the State of North Carolina, to represent " " of Schaumburg, IL , a company authorized to make corporate surety bonds under the laws of the State of North Carolina (the "Surety").


*Fidelity and Deposit Company of Maryland

Said Joseph Dobkowski, Jr. Further certifies that as agent or attorney-in-fact for the said surety, he has signed the attached bond in the sum of FIVE PERCENT OF THE AMOUNT BID (U.S. \$ 5%) on behalf of GLF Construction Corporation

to the **Greater Asheville Regional Airport Authority** covering FAA AIP Project No. 3-37-0005-044-2014, Bid Package 2 – Paving, Lighting, & NAVAIDS at Asheville Regional Airport.

Said Joseph Dobkowski, Jr. Further certifies that the premium on the said bond is \$ 0.00 n/a which will be paid in full directly to the surety or to him as agent or attorney-in-fact, and included in his regular commission as agent or attorney-in-fact, for the execution of said bond and that his commission will not be divided with anyone except to who is a duly authorized insurance agent properly licensed under the laws of the State of North Carolina.

Countersigned:


North Carolina Resident Agent

 Joseph Dobkowski, Jr.
 c/o Alliant Insurance Services, Inc.
 67 Walnut Ave., Suite 406, Clark, NJ 07066
Address of Resident Agent

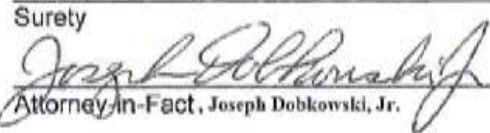
*NON-

 1400 American Lane, Tower I, 18th Floor
 Schaumburg, IL 60196
Address of Bond Company

 847-605-6000
Phone Number

 212-225-7034
Fax Number

Fidelity and Deposit Company of Maryland

Surety

Attorney-in-Fact, Joseph Dobkowski, Jr.

Acknowledgment for
Attorney-in-Fact

Sworn to and Subscribed
Before me this 12th Day of
 February , 20 16

Notary Public, State of NJ

My commission expires: 2/3/2021


ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/3/2021

CORPORATE ACKNOWLEDGMENT

FORM 152

State of FLORIDA
County of MIAMI-DADE

On this 18th day of February, 2016 before me personally came Francesco Senis, to me known, who, being by me duly sworn, did depose and say that he/she resides in Miami Beach, FL

that he/she is the President & Chief Executive Officer of the GLF Construction Corporation

the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

(SEAL)


Notary Public



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2014

ASSETS

Bonds.....	\$ 142,720,308
Stocks	21,816,223
Cash and Short Term Investments.....	2,077,768
Reinsurance Recoverable	10,375,303
Other Accounts Receivable	46,778,921
TOTAL ADMITTED ASSETS.....	\$ 223,768,523

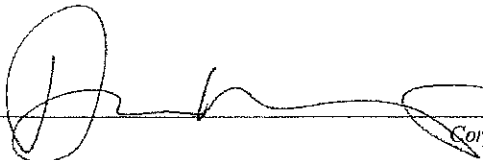
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 1,321,332
Ceded Reinsurance Premiums Payable.....	49,965,411
Securities Lending Collateral Liability.....	4,009,064
TOTAL LIABILITIES	\$ 55,295,807
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,472,717
Surplus as regards Policyholders.....	168,472,716
TOTAL.....	\$ 223,768,523

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

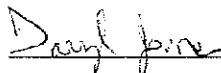
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.



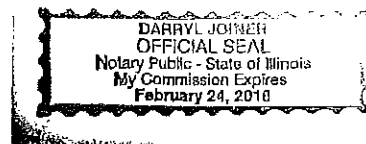
 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.



 Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
Eric D. Barnes
Secretary
Eric D. Barnes

Thomas O. McClellan
Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 14th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adanski
Maria D. Adanski

Maria D. Adanski, Notary Public
My Commission Expires: July 8, 2019

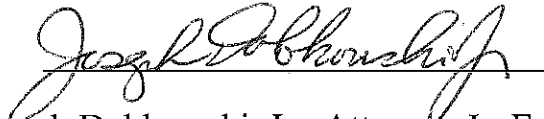


CONSENT OF SURETY

Fidelity and Deposit Company of Maryland organized and existing under the laws of the State of **MD** and licensed to do business in the State of **NC** certifies and agrees, that if the contract for **Greater Asheville Regional Airport Authority for Asheville Regional Airport Permanent Runway 17-35 Construction – Bid Package 3 – Site Preparation and NAVAIDs, Terminal Dr., Fletcher, NC 28732** is awarded to **GLF Construction Corporation**, the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all Obligations of the Contractor.

SIGNED, SEALED AND DATED THIS 12th DAY OF February, 2016.

Fidelity and Deposit Company of Maryland

A handwritten signature in cursive script, appearing to read "Joseph Dobkowski, Jr.", written over a horizontal line.

Joseph Dobkowski, Jr., Attorney-In-Fact &

NC Licensed Non-Resident Agent

CORPORATE ACKNOWLEDGMENT

Form 152

State of NJ
County of Monmouth

On this 12th day of February, 2016 before me personally came Joseph Dobkowski, Jr., to me known, who, being by me duly sworn, did depose and say that he/she resides in Bernards Township, NJ

that he/she is the Attorney-In-Fact of the Fidelity and Deposit Company of Maryland

the corporation described in and which executed the above instrument; that he/she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

(SEAL)

Adrienne Scalera

ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/3/2021

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition
As Of December 31, 2014**

ASSETS

Bonds.....	\$ 142,720,308
Stocks	21,816,223
Cash and Short Term Investments	2,077,768
Reinsurance Recoverable	10,375,303
Other Accounts Receivable	46,778,921
TOTAL ADMITTED ASSETS.....	\$ 223,768,523

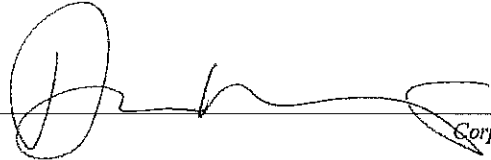
LIABILITIES, SURPLUS AND OTHER FUNDS

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Ceded Reinsurance Premiums Payable.....	49,965,411
Securities Lending Collateral Liability.....	4,009,064
TOTAL LIABILITIES	\$ 55,295,807
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,472,717
Surplus as regards Policyholders.....	168,472,716
TOTAL.....	\$ 223,768,523

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

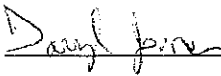
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

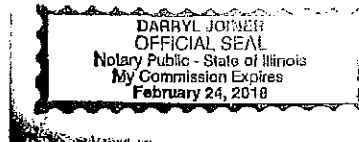
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.


Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

By: _____

*Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

**State of Maryland
County of Baltimore**

On this 14th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*



PROPOSAL FORM 6: NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

Francesco Senis, being first duly sworn, deposes and says that:

- 1. (S)He is President & CEO of GLF Construction Corporation, the Bidder that has submitted the attached Bid;
- 2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Greater Asheville Regional Airport Authority or any person interested in the proposed Contract; and,
- 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

Francesco Senis
(Signature)
President & CEO
(Title)

Subscribed and Sworn to before me of this 25th day of February, 2016.

Thelma E. Garcia
(Notary's Signature)



(Notary's Stamped or Printed Name)
Notary Public, in and for Miami-Dade
County,

My commission expires: _____

**PROPOSAL FORM 7:
EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT
as Required by 41 CFR 60-1.7 (b)**

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime Contractor and proposed Subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the Contract whether it has participated in any previous Contract or Subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime Contractor or proposed Subcontractor which participated in a previous Contract subject to Executive Order 10925, 11114, or 111246 has not filed a report due under the applicable filing documents, no Contract or Subcontract shall be awarded unless such Contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid.

1. The Bidder (proposer) has () has not () developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (proposer) has () has not () participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 10925, or Executive Order 111114, or Executive Order 11246.
4. The Bidder (proposer) has () has not () filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) has () has not () submitted all compliance reports on connection with any such Contract due under the application filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontractors.
5. The Bidder (Proposer) does () does not () employ fifty (50) or more employees.

If the Bidder (Proposer) has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished to Contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, DC 20506

By: GLF Construction Corporation
(Name of Bidder)
Francesco Senis
Signature*
Title: Francesco Senis, President & CEO
Date: February 25, 2016

*Must be same signature on Bid Proposal

PROPOSAL FORM 8: BUY AMERICAN CERTIFICATION

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

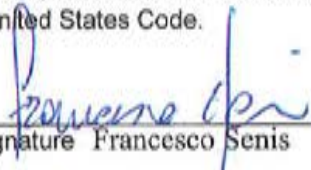
- Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
 - c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

February 25, 2016
Date


Signature Francesco Senis

GLF Construction Corporation
Company Name

President & CEO
Title

**PROPOSAL FORM 9:
CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

Certification--The information above is true and complete to the best of my knowledge and belief.

Francesco Senis
Name of Signer (Please Print)

Francesco Senis
Signature of Contractor

President & CEO
Title

February 25, 2016
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**PROPOSAL FORM 10:
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION STATEMENT**

By completing this form you should identify and document whether you will meet the Greater Asheville Regional Airport Authority's DBE participation goal for this project (7.9%), and if not, you should identify and document your good faith efforts to meet the goal.

CERTIFIED W/M/DBE LIST

W/M/DBE Firm Name(s)	Type of Work / Specialty	\$ Value of Work	Percent of Work
1. <u>HAMILTON HAULING LLC</u>	<u>HAULING</u>	<u>\$ 606,375.⁰⁰</u>	<u>4.5 %</u>
2. <u>GC ELECTRICAL SOLUTIONS</u>	<u>ELECTRICAL MATERIAL SUPPLIER</u>	<u>\$ 250,000.⁰⁰</u>	<u>1.8 %</u>
3. <u>HIGH COUNTRY HYDROSEEDING LLC</u>	<u>EROSTON'S SEEDING</u>	<u>\$ 460,000.⁰⁰</u>	<u>3.4 %</u>
4. _____	_____	\$ _____	_____ %
5. _____	_____	\$ _____	_____ %
6. _____	_____	\$ _____	_____ %
7. _____	_____	\$ _____	_____ %
8. _____	_____	\$ _____	_____ %

The undersigned bidder/offeror has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- The bidder/offeror is committed to a minimum of 9.7 % W/M/DBE utilization on this Trade Package.
- The bidder/offeror, while unable to meet the established goal, hereby commits to a minimum of _____ % W/M/DBE utilization on this Trade Package and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Estimated Value of Base Bid \$ 13,518,746.⁰⁰

Total of W/M/DBE Subcontract Work \$ 1,316,375

The undersigned hereby further assures that the information included herein is true and correct, and that the W/MBE and or DBE firm(s) listed herein, have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Greater Asheville Regional Airport Authority.

GLF Construction Corporation
Bidder's/Offeror's Firm Name
Francesco Senis
Authorized Signature
Francesco Senis, President & CEO

02/25/16
Date

**PROPOSAL FORM 11:
DBE LETTER OF INTENT**

(This page shall be submitted for each proposed DBE firm)

Bidder/Offeror Name: GLF CONSTRUCTION CORPORATION
 Project Name: PERMANENT RUNWAY @ 17-35 SITE PREPARATION AND NAVAIDS
 Trade Package Name: _____

W/M/DBE Firm: Name: Hamilton Hauling, LLC
 Address: 21 Dogwood Rd.
 City: Candler State: NC Zip: 28715

W/M/DBE Contact Person: Name: John Hamilton Phone: (252) 230-2716

Work Item(s) to be performed by W/M/DBE Firm	Certifying Agency	Quantity	Total Value of Work
P-101-5.1 PAVEMENT REMOVAL	NCDOT	157,500 sy	\$606,375.00
(HAULING OLD ASPHALT)			

The bidder/offeror is committed to utilizing the above-named W/M/DBE firm for the work described above. The estimated participation is as follows:

Total W/M/DBE contract amount: \$ 606,375.00

Affirmation:
 The above-named W/M/DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: John Hamilton 2-24-16
 (Signature of W/M/DBE Firm's Authorized Representative) (Date)
owner
 (Title)

**In the event the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*

**PROPOSAL FORM 11:
DBE LETTER OF INTENT**

(This page shall be submitted for each proposed DBE firm)

Bidder/Offorer Name: GLF CONSTRUCTION CORPORATION
 Project Name: PERMANENT RUNWAY 17-35 SITE PREPARATION AND NAVAIDS
 Trade Package Name: _____

W/M/DBE Firm: Name: GC ELECTRICAL SOLUTIONS
 Address: 120 CECIL COURT
 City: FAYETTEVILLE State: GA Zip: 30214

W/M/DBE Contact Person: Name: EUGENE CARLTON Phone: (770) 716-5400

Work Item(s) to be performed by W/M/DBE Firm	Certifying Agency	Quantity	Total Value of Work
Electrical Material Supplier	NCDOT	LS	\$250,000.00 (\$416,667.00 in materials @ 60%)

The bidder/offorer is committed to utilizing the above-named W/M/DBE firm for the work described above. The estimated participation is as follows:

Total W/M/DBE contract amount: \$250,000.00 (\$416,667.00 in materials @ 60%)

Affirmation:

The above-named W/M/DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Eugene Carlton 2/15/16
 (Signature of W/M/DBE Firm's Authorized Representative) (Date)
PRESIDENT
 (Title)

**In the event the bidder/offorer does not receive award of the contract, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*

**PROPOSAL FORM 11:
DBE LETTER OF INTENT**

(This page shall be submitted for each proposed DBE firm)

Bidder/Offeror Name: GLF Construction Corporation
 Project Name: Permanent Runway 17-35 Site Preparation and Navaid
 Trade Package Name: _____

W/M/DBE Firm: Name: HIGH COUNTRY HYDROSEEDING INC.
 Address: 276 SWEETWATER DRIVE
 City: CANTON State: NC Zip 28716

W/M/DBE Contact Person: Name: ALLEN STEWART Phone: (828) 421-3468


Work Item(s) to be performed by W/M/DBE Firm	Certifying Agency	Quantity	Total Value of Work
EROSION & SEEDING	NCDOT	LS	\$ 460,000.00

The bidder/offeror is committed to utilizing the above-named W/M/DBE firm for the work described above. The estimated participation is as follows:

Total W/M/DBE contract amount: \$ 460,000.00

Affirmation:

The above-named W/M/DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  2/25/16
 (Signature of W/M/DBE Firm's Authorized Representative) (Date)
V.P.
 (Title)

**In the event the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*

**PROPOSAL FORM 12:
SUBCONTRACTOR LIST**

Subcontractor Name	Address	Work to be Performed	% of Total Contract Price	
EAST COAST DRILLING	WAKE FOREST, NC	DRILL & BLAST	2%	
HIGH COUNTRY HYDROSEED	CANTON, NC	SEEDING & EROSION	4%	
AI FENCE COMPANY	ROCK HILL, SC	FENCING	0.5%	
F & R INC	ASHEVILLE, NC	QC	0.5%	
ED HOLMES	ASHEVILLE, NC	SURVEY	1%	
NORTH STATE ENVIRONMENTAL	WINSTON SALEM, NC	STREAM RESTORATION	2%	
*TBD		MILLING	7%	
*TBD	PRECISION ELEC.	EATONTON, GA	ELECTRICAL	25%
*TBD	H.L. PRUITT CORP.	WINTER SPRINGS, FL	ELECTRICAL	25%
* SUBCONTRACTOR TO BE DETERMINED PENDING SUBCONTRACT AGREEMENT TERMS AND CONDITIONS.				

**PROPOSAL FORM 13:
E-VERIFY AFFIDAVIT**

I, Francesco Senis (the individual attesting below), being duly authorized by and on behalf of GLF Construction Corporation (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES X, or

b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 25th day of February, 2016.

Signature of Affiant: Francesco Senis

Print or Type Name: Francesco Senis

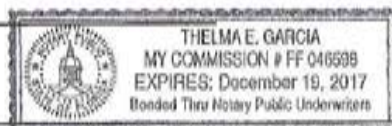
State of Florida

County of Miami-Dade

Signed and sworn to before me, this the 25th day of February, 2016.

Notary Public Thelma E. Garcia

My Commission Expires _____



**PROPOSAL FORM 14:
STATEMENT OF BIDDER'S QUALIFICATIONS**

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH THE BID. ANY CHANGES WHICH AFFECT THE BIDDER'S ORGANIZATIONAL STRUCTURE, QUALIFICATIONS OR LICENSES SHALL BE REPORTED IMMEDIATELY TO THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY. FAILURE TO UPDATE CHANGES WHICH MAY AFFECT THE BIDDER'S RESPONSIBILITY MAY BE GROUNDS FOR DECLARING THE BIDDER NONRESPONSIVE FOR THIS BID OR FUTURE BIDS WITH GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY.

Submitted By: GLF Construction Corporation

(X) Corporation - Date of Incorporation 03/12/93 State of Incorporation FL
If Out of State Corporation is currently authorized to do business in North Carolina give date of such authorization: _____.

() Partnership - Date of Organization _____
Nature of Partnership: General _____
Limited _____
Association _____

() Individual - Name and Address of Owner _____

() Joint Venture - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

() Other - Explain _____

Parent Company Office Address (if any): Grandi Lavori Fincosit SpA
Piazza Fernando de Lucia, 60/65
00139 Rome, Italy

Principle Office Address: 80 South West 8th Street, Suite 2201
Miami FL 33130

Person to Contact: Francesco Senis

Title: President & CEO Telephone No.: (305 371-5228)

List Type(s) of Work Performed: Heavy Civil, Marine & Concrete Paving

The signor of this statement of qualifications guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to inquiries made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested and deemed necessary by the Asheville Regional Airport Authority to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a General Contractor under your present name? 23
2. Under what other or former names has your organization operated? N/A
3. List below your organization's Officers, Owners or Partners, as well as any Shareholders if organization is a closely-held Corporation:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION
Francesco Senis, President & CEO		80 SW 8th Street, # 2201, Miami, FL	2004
Joseph M. Beaird, VP & COO		80 SW 8th Street, # 2201, Miami, FL	2005
Michael J. Miles, VP & AS		80 SW 8th Street, # 2201, Miami, FL	2005
Ernest Howard, Jr., VP		80 SW 8th Street, # 2201, Miami, FL	2005
William E. Junkin, VP		80 SW 8th Street, # 2201, Miami, FL	2009
Vincent L. Persiani, VP/CFO		80 SW 8th Street, # 2201, Miami, FL	2008
Grandi Lavori Fincosit SpA, Shareholders		Piazza Fdo de Lucia, 60/65, Rome, Italy - 100% owned by Parent Co.	

4. If the answer to any of the questions below is YES, please attach details. Reference the sheet number to the question number.
 - 4.1 Has your organization ever failed to complete any work awarded to it? No
See Sheet No. _____
 - 4.2 Has your organization ever defaulted on a contract? No
See Sheet No. _____
 - 4.3 Has your organization ever been terminated by the Owner of a Project? No
See Sheet No. _____
 - 4.4 Are there any judgments, claims, arbitration proceedings or law suits pending or outstanding against your organization or its officers? No
See Sheet No. _____
 - 4.5 Has your organization filed any lawsuits or requested arbitration or defended same with regard to construction contracts within the last five (5) years? No
See Sheet No. _____
5. Has your organization ever been refused registration by any federal, state or municipal agency as a Prequalified Bidder or Qualified Bidder? No

If so, for what type of work: _____

Give details and reason: _____
6. Give below any information which would indicate the size and capacity of your organization,

including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:

See attached Company-Wide EEO Report

(use extension sheet if necessary and reference sheet number herein: _____)

7. Attach resumes of key personnel, including superintendents for field management. The resume shall include the following information: (SEE ATTACHED RESUMES)

7.1 Name and present position or capacity

7.2 Years of related construction experience, type of work, position or capacity and cost range

7.3 Brief education and professional registrations

8. List the type of work normally provided by your own work forces:

Clearing and grubbing, erosion control, earthwork moving and placement, installation of storm inlets & pipe, and installation of stone and riprap items.

9. Identify the last five (5) prime contracts completed in the past five (5) years by your organization which demonstrate past experience on types of work outlined in this request. The list shall include the following information: (reference sheet numbers herein: _____)

10.1 Project Title and Location (SEE ATTACHED LIST)

10.2 Contractor or Subcontractor

10.3 Contract Amount and Date of Contract

10.4 Date Completed

10.5 Project Manager or Superintendent

10.6 Required Completion Date

10.7 Name, Address and Telephone Number of Owner

10.8 Designing Architect/Engineer and Address

10. List no less than three (3) financial references:

BB&T Bank, 1200 Brickell Avenue, 11th floor, Miami, Florida 33131

Signature Financial LLC, 225 Broad Hollow Road, Melville, NY 11747

Citibank, 388 Greenwich Street, New York, NY 10013

11. Please answer the following safety questions:

11.1 Does your safety & health program comply with OSHA's HAZCOM Program (Right-to-Know)?

Yes

11.2 Are you in compliance with OSHA's Process Safety Management Standards?

Yes

11.3 Does your company have a substance abuse program designed to provide a drug-free workplace?

Yes

11.4 Have your on-site supervisors completed the OSHA 30 or 10-hour training course?

Yes

11.5 Are your foremen trained in Safety and CPR?

Yes

11.6 Do you require your job-site foremen to attend safety meetings? If yes, how frequently?

Yes

11.7 Are weekly toolbox safety meetings required? If yes, how frequently?

Yes

11.8 Do you conduct regular documented safety audits? If yes, how frequently and are they in writing?

Yes, Daily on Pre-Task Planning meeting and weekly on Tool Box talks

11.9 Do you have an Incident Investigation process? If yes, what types of incidents are investigated and by whom? Please describe.

Yes, All incidents no matter how light, are investigated by the Site Project Manager assisted by the HSE Manager.

11.10 Do you require your subcontractors to meet the safety standards you employ? If yes, how?

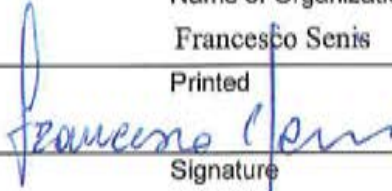
Yes, It is explained in the Subcontractor's contract on Article 8 Section 8.9

12. What is the largest contract (dollar cost) ever performed by your organization:

\$101,392,310

13. What is the dollar value of the largest project you consider your organization is qualified to undertake? \$150,000,000.00
14. Attach a financial statement consisting of a report of the bidder's financial resources and liabilities as of the last calendar year or the firm's last fiscal year that has been certified by a certified public accountant (CPA).

Dated at Miami, this 25th day of February, 2016.

GLF Construction Corporation
 Name of Organization
 By: Francesco Senis
 Printed
 By: 
 Signature
President & CEO
 Title
80 South West 8th Street, Suite 2201
 Mailing Address
Miami, Florida 33130
 City, State, Zip
(305) 371-5228 Ext. 101
 Telephone Number
Thelma E. Garcia
 Contact Person

STATE OF Florida)

COUNTY OF Miami-Dade)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me Francesco Senis who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid
this 25th day of February, 2016.

Thelma E. Garcia

Signature of Notary _____

Thelma E. Garcia

Printed Name of Notary _____



Notary Public State of Florida

My Commission Expires _____

Commission Number _____





ATTACHMENTS

ATTACHMENT TO Q.6

(Page P-38)

Company-Wide EEO Report

ATTACHMENT TO Q.7
(Page P-39)

RESUMES



ALEX KEITH

EXPERIENCE:

William Alexander Keith has been working in the industry since 1975 beginning his career with Cooper Construction Company in Hendersonville, North Carolina as a Building Superintendent. Since then, he has become a Shop Manager, Project Manager, Operations Manager and VP of Operations. He has successfully completed two projects at the Brunswick Nuclear Power Station in South Port, North Carolina and has worked on two large projects with SCDOT. One of the two large projects with SCDOT, I-585, won the AGC Pinnacle Award for 2007 as the Best Civil Project in North Carolina and South Carolina. In August of 2011, William Alexander Keith joined GLF Construction Corporation as an Area Manager.

08/11 to Present	GLF Construction Corporation – Miami, FL Area Manager
2013 – 2014	Triangle Grading and Paving – Burlington, NC Charlotte Area Operations Manager
2008 – 2013	Taylor & Murphy Const. Co./ NHM Constructors – Asheville, NC Grading Division Manager/ Field Project Manager
2007 – 2008	Southern Site Design – Evans, Georgia President
2003 – 2007	Sloan Construction Upstate – Greenville, S.C. Senior Project Manager
2001 – 2003	Young & McQueen Grading Co. – Burnsville, N.C. Operation Manager/Project Manager
1996 – 2001	Perry M. Alexander Construction Company, Inc. – Asheville, N.C. VP Operations
1995 – 1996	Terry Brothers Construction – Asheville, N.C. Project Manager
1989 – 1995	Taylor & Murphy Construction Company – Asheville, N.C. Project Manager
1983 – 1986	William G. Lapsley & Associates – Hendersonville, N.C. Utility Superintendent
1983 – 1986	Brummett & Wadell Construction Company – Hendersonville, N.C. Grading Superintendent
1979 – 1982	Perry Alexander Construction Company, Inc. – Asheville, N.C. Shop Manager
1975 – 1979	Cooper Construction Company – Hendersonville, N.C. Building Superintendent

EDUCATION:

1973 B.S. Industrial Arts ; Appalachian State University

LICENSES:

No.3450 South Carolina Erosion Prevention & Sediment Control Inspector

ARCUS OLLIS

EXPERIENCE:

Arcus Ollis has been in the industry for 41 years, mostly with Heavy and Highway. He has a lot of highway experience in North Carolina, Tennessee, Virginia, West Virginia, and along with some in South Carolina and Georgia. Mr. Ollis has general knowledge and experience in bridge work, as well as paving with both concrete and asphalt. He worked at airports, race tracks, and oil fields in North Dakota and gas fields in Pennsylvania on pads and roadway rehab. Held various positions as operations manager, general superintendent, project manager, along with consulting and estimating. He worked quite a bit on Blue Ridge Parkway, through both construction and slide repairs in conjunction with Federal Highway Administration & National Park Service. Mr. Ollis also managed several job sites over the years for commercial work.

- | | |
|-------------|---|
| 2009 – 2014 | Phillips & Jordan – Knoxville, TN
Project Manager; Estimating
Managing field work on FHWA, NCDOT, NPS & TVA projects.
Coordinating subcontractors & suppliers. |
| 2006 – 2009 | Branch Highways – Roanoke, VA
Consultant; Project Management; Estimating
Bidding NCDOT projects, project management over public & private work. Working with subs & scheduling. |
| 2001 – 2006 | Bakers Construction Services – Bluff City, TN
Operations Manager
Directing all daily field operations of grading & utility crews.
Routing dump trucks, lowboys & shop duties. |
| 1998 – 2001 | Sloan Construction – Greenville, SC
Operations Manager
Scheduling & managing asphalt plants, paving crews, trucking & grading operations. Scheduling subs & materials. |
| 1995 – 1998 | Blythe Development – Charlotte, NC
General Superintendent
Supervised private & public work. Assigning daily field work |

Education:

- | | |
|------|--|
| 1971 | <i>Graduated Avery High School, Newland, NC.</i> |
|------|--|

Certifications:

NCDOT Erosion Control Level II
MSHA Mine Safety
OSHA Safety
Competent Person {Trenching}
Confined Space Entry
Hazardous Material



MARK STEPP

EXPERIENCE:

Mark Stepp has 8 years of experience in Heavy Highway and Commercial construction. Heavy Highway projects have included: Design Build & Bid Build, widening & new roadway construction, interstate & interchange construction and parkway construction & rehabilitation. These projects have been performed for a variety of agencies including the Department of Transportation in North Carolina, South Carolina and Tennessee as well as the Federal Highway Administration and the National Park Service. Commercial projects have been site construction including grading, drainage and erosion control for new industrial site buildings and schools.

4/15 - Present	GLF Construction Corporation – Miami, FL Project Manager/Estimator Project Manager & Estimator for multiple DOT agencies in the south east as well as commercial projects in the region.
2013 - 2015	NHM Constructors– Asheville, NC Project Manager/Estimator Highway Division Project Manager & Estimator for NCDOT & SCDOT projects. Projects included slope stabilization & reconstruction, road widening, and new roadway construction.
2007- 2013	Taylor & Murphy Construction – Asheville, NC Assistant Project Manager/Estimator Highway Division Estimate, Manage & Coordinate daily operations of projects for NCDOT, SCDOT, FHWA and NPS as well as commercial projects. Projects included bid build and design build ranging from 250k to 100 million in value.

EDUCATION:

05/2007	AAS Civil Engineering Technology/A-B Technical College
---------	--

Licenses/Certifications:

3432	NCDOT Level III: Designer of Erosion and Sediment Control Plans
2103	NCDOT Level II: Certified Erosion and Sediment Control Site Manager NCDOT Work Zone Traffic Control Supervisor
3901	SCDOT Erosion Prevention & Sediment Control Inspector

ATTACHMENT TO Q.9
(Page P-39)

COMPLETED PROJECTS



**GLF CONSTRUCTION CORPORATION
PAVING DIVISION COMPLETED PROJECTS**

Official Project No.	Type of Work	Award Date	N.T.P.	Owner's Name and address	USD Contract Amount	Completion date
BP-428 Taxiway B2 Extension at Orlando Int'l Airport, FL – No. 2059-12	Concrete Paving	01/01/12	03/12/12	The Middlesex Corporation One Spectacle Pond Road Littleton, MA 04160 Tel: (978) 742-4400	681,527.50	01/18/13
FIS Connector at JIA, No. FJ11030A, Jacksonville, FL	Concrete Paving	05/01/12	08/06/12	Mallen Construction 10702 Hood Road, Suite 8 Jacksonville, FL 32257 Tel: (904) 880-5580	86,390.00	09/30/12
US-27 (SR 25) Interchange at SR 50, Clermont, FL	Concrete Paving	09/12/11	08/13/12	Prince Contracting, LLC 520 N. Semoran Boulevard, Suite 280 Orlando, FL 32807 Tel: (407) 737-6741 – Sean Ireland	287,800.65	09/23/13
OSIA – Runway 9L-27R Extension at Sanford Airport, FL	Concrete Paving	07/12	08/06/12	Halifax Paving, Inc. P.O. Box 730549, Ormond Beach, FL 32173 Tel: (386) 676-0200	405,219.42	04/01/13
Taxiway B Extension at Lakeland Linder Regional Airport, No. 2223	Concrete Paving	08/21/12	09/28/12	City of Lakeland 1140 East Parker Street, Lakeland, FL 33801 Danny Rodriguez Tel: (863) 834-6780	3,418,598	07/22/13
Superior Construction “FANG Expand / Repair M2 Taxiway & Apron / Shoulder,” Jacksonville, FL – No. 12710-S-12	Concrete Paving	10/05/12	10/26/12	Florida National Guard (Owner) Superior Construction Company (GC) 7072 Business Park Boulevard Jacksonville, FL 32256 Tel: (904) 292-4240	333,163.40	08/31/13
R.M. Williams Construction “Maintain Airfield pavements, Taxiways, & Aprons, MacDill AFB, FL”	Concrete Paving	10/19/12	02/01/13	United States Government R.M. Williams Construction 504 S. Moody Avenue, Tampa, FL 33609 Tel: (813) 251-8051 Mackey Williams	269,000.00	07/01/13
R.M. Williams Construction “Relocate Airfield Wash Rack, MacDill AFB, FL”	Concrete Paving	10/19/12	03/01/13	United States Government R.M. Williams Construction 504 S. Moody Avenue, Tampa, FL 33609 Tel: (813) 251-8051 Mackey Williams	428,474.00	09/01/13



**GLF CONSTRUCTION CORPORATION
PAVING DIVISION COMPLETED PROJECTS**

Official Project No.	Type of Work	Award Date	N.T.P.	Owner's Name and address	USD Contract Amount	Completion date
CB Richard Ellis "2300 Picketville Road Warehouse," Jacksonville, FL	Concrete Paving	11/06/12	11/06/12	RT West Point JAX, LLC C/o CB Richard Ellis Realty Trust 47 Hulfish Street, Suite 210 Princeton, NJ 08542	105,623.70	2013
Weitz "Signature Flight Support" – Palm Beach Airport, FL	Concrete paving	11/15/12	02/01/13	Signature Flight Support Corporation 201 S. Orange Av., #1100S, Orlando, FL 32801 GC: The Weitz Company-Florida 1720 Centrepark Drive East, West Palm beach, FL 33401	1,634,965.00	08/01/13
PM Construction "Cecil Airport-Airfield Drainage Rehabilitation, Phase II", JAA Project # C-733	Concrete & Asphalt	12/04/12	01/08/13	PM Construction and Rehab, LLC 2078 Lane Avenue North Jacksonville, FL 32254 Tel: (904) 751-1272	30,980.00	01/25/13
Mark Construction "Passenger Boarding Bridge," Orlando, FL	Concrete Paving	07/01/13	08/01/13	Mark Construction 421 Gold Metal Court Longwood, FL 32750	238,828.00	08/2014
OSIA "SouthWest Apron, BP-1," Sanford, FL	Concrete Paving	09/13/13	09/24/13	Orlando-Sanford International Airport 1200 Red Cleveland Blvd, Sanford FL 32773 Jennifer Taylor, Coord. - Tel: 407-585-4000	10,515,466.06	12/31/14
Titusville-Cocoa Airport Authority "West Apron Rehabilitation," Titusville, FL	Concrete Paving	09/25/13	10/25/13	Titusville-Cocoa Airport Authority 355 Golden Knights Boulevard, Titusville, Florida 32780 Arthur Henri Burton – Tel: (850) 274-2618	5,178,387.59	08/23/14
Balfour Beatty "JAA-Cecil Airport-Hangar 395," Contract No. 016, Jacksonville, FL	Concrete Paving	01/03/14	07/22/14	Balfour Beatty 2101 Barnstomer Road Jacksonville, FL 32218 Tel: (904) 741-0500	722,135.80	11/28/14
RT West Point Jax "2300 Picketville Warehouse – Parking Lot Repairs, Jacksonville, FL	Concrete paving	01/29/14	04/01/14	RT Wet Point Jax, LLC C/o Chambers Street Properties – 47 Hulfish Stree, Suite 210 Princeton, NK 08542 Brian Welcker – Tel (609) 80-2662	4,170,776.82	01/2015
OSIA "South West Apron Rehabilitation, BP-2", 3013 Carrier Avenue,	Concrete paving	10/01/14	11/03/14	Orlando-Sanford International Airport 1200 Red Cleveland Blvd, Sanford FL 32773 Tel: 407-585-4000	11,069,533.40	11/23/15



**GLF CONSTRUCTION CORPORATION
PAVING DIVISION COMPLETED PROJECTS**

Official Project No.	Type of Work	Award Date	N.T.P.	Owner's Name and address	USD Contract Amount	Completion date
Sanford, FL 32773						
Titusville-Cocoa Airport Authority "Eastside Development," Titusville, FL	Concrete paving	08/2014	09/29/14	Titusville-Cocoa Airport Authority 355 Golden Knights Blvd, Titusville, FL 32780 – CEI: Michael Baker International 5200 Belfort Rd., Ste 110, Jacksonville, FL 32256 [O] 904-380-2509 [F] 904-380-2501 Aaron McDaniel, P.E., Project Manager	1,746,751.02	05/19/15
City of Lakeland "New Fuel Farm Site Package," Lakeland, FL	Concrete Paving	07/28/14	09/15/14	City of Lakeland 1140 East Park Street, Lakeland, FL 33801 Danny Rodriguez - Tel: (863) 834-678 Engineering Co.: ATKINS, 600 N. Broadway Ave. Bartow, FL 33830 - Contact: Nate Parish, PE., e-mail: Nathan.parish@atkinglobal.com Tel/Fax: (813) 281-7673 / (813) 281-4438	851,720.69	04/13/15
GOOA "PCC Slab Replacement at Runway 17R & Taxiway H at OIA," Orlando, FL	Concrete Paving	08/22/14	09/24/14	The Middlesex Corporation One Spectacle Pond Road Littleton, MA 04160 Tel: (978) 742-4400	82,075.00	2015
Barnhill "Albert J. Ellis Airport New Terminal Aircraft Parking Apron & Landside Access Roadways (Phase 1)," Richlands, NC	Concrete Paving	07/23/14	08/18/14	Barnhill Contracting Company 604 East New Bern Road / PO Box 399 Kinston, NC 28502 Tel: (252) 8021 – Fax: (252) 527-3739 CEI: RS&H	1,932,092.40	06/29/15
Expand South Apron at Concord Regional Airport," Concord, NC	Concrete Paving	08/22/14	03/02/15	City of Concord CEI: Talbert, Bright & Ellington, Inc. 4944 Parkway Plaza, Blvd., Suite 350 Charlotte, NC 28217 - Jay S. Trimble, EI Tel: (704) 426-6070 – jtrimble@tbeclt.com	4,957,751.00	08/2015
FDOT "D/B "I-95 @ JT Butler-Jacksonville, Contract No. E2R91, Jacksonville, FL	Concrete Paving	03/27/15	06/17/15	SEMA Construction, Inc. (GC) 6200 Hazeltine National Drive, Suite 100 Orlando, FL 32822 Tel: (407) 563-7900	1,606,558.00	12/31/15



**GLF CONSTRUCTION CORPORATION
PAVING DIVISION COMPLETED PROJECTS**

Official Project No.	Type of Work	Award Date	N.T.P.	Owner's Name and address	USD Contract Amount	Completion date
"Spaceport Taxiway and Apron," JAA # F2015-03, Contract # C-797, Jax, FL	Concrete Paving	04/16/15	06/22/15	Jacksonville Airport Authority Cecil Airport – 13365 Simpson Way Jacksonville, FL 32221 – carole.smith@cecilairport.com Tel: (904) 573-1618 . www.cecilairport.com	1,802,047.00	10/21/15
Patrick AFB "15003 Repair and Replace End Sections, Runway 11/29, FL	Concrete Paving	07/30/15	08/05/15	Intergrated Construction Management, Inc. 7011 N. Atlantic Avenue, Suite 202 Cape Canaveral, FL 32920 Tel: (321) 613-2940, Butch Parker	1,985,532.74	12/2015
Barnhill "Albert J. Ellis Airport Apron Rehabilitation, Phase 2" Richlands, NC	Concrete Paving	09/09/15	09/21/15	Barnhill Contracting Company 604 East New Bern Road / PO Box 399 Kinston, NC 28502 Tel: (252) 8021 – Fax: (252) 527-3739 CEI: RS&H	422,520.00	12/09/15

GLF CONSTRUCTION CORPORATION
Heavy Civil & Marine Completed Projects

Official Project No.	Type of Work	Award Date	N.T.P.	Owner's Name and address	USD Contract Amount	Completion date
LCS/02/0708 NEC New Port at Galeota Trinidad	Port	02/28/08	04/28/08	National Energy Corporation Corner of Rivulet and Factory Roads, Brechin Castle Cuova, Rep. of Trinidad & Tobago Haydn Jones, Mgr Design & Construction (868) 636-8471 Ext. 116	65,513,335	08/15/14
LCS/02/3108 NEC "Alutrint Mtl Storage & Handling – EPC Contract" Package 1 Trinidad	Conveyor belt	10/16/08	12/01/08	National Energy Corporation Corner of Rivulet and Factory Roads, Brechin Castle Cuova, Rep. of Trinidad & Tobago	85,500,000	02/26/14
FDOT "I-595 Corridor Improvements", Ft. Lauderdale, FL	Bridge	10/24/08	03/24/09	Dragados-USA 2 Alhambra Plaza, Suite 660 Coral Gables, FL 33134	77,266,301.38	04/11/14
FDOT "SR-30 (US 98) Bridge Replacement", T2398, Taylor County, FL	Bridge	07/28/11	10/01/11	FDOT 2 - 1109 S. Marion Avenue, MS 2015 Lake City, FL 32025-5874 Tel: (386) 758-3798	12,686,893.49	04/09/14
Palm Beach County "Ocean Av. (Lantana) Bridge over Intracoastal Waterway, # 2003502, Lantana, FL	Bridge	08/17/11	12/20/11	Palm Beach County 2300 North Jog Road West Palm Beach, FL 33411 Omelio A. Fernandez, P.E., Dir. (561) 684-4150	30,830,306.23	01/28/14
FDOT 3 SR-269 Quincy Bypass, T3088, Quincy, FL	Bridge	08/14/12	10/26/12	FDOT 3 P. O. Box 607, Chipley, FL 32428 Tel: (850) 638-0250 Lori Kietzer (850) 922- 7999 / CEI: RS&H Matt Branch (850) 210-7872 Tony Manos, Sr. PE (850) 258-2553	13,348,457.60	02/24/15
T3396 FPN 423233-1-52-01 SR-69 Bridge over Stafford Creek Calhoun County, FL	Bridge	10/15/13	01/06/14	Florida Department of Transportation 3633 Highway 390, Panama City, FL 32405 Charles Kennedy, Project Administrator (850) 767-4990	2,789,487.13	05/18/15
FDOT "SR-20 (Blownstown Hwy) over Gum Creek," T3386, Leon County, FL	Bridge	12/26/13	03/11/14	Florida Department of Transportation 1074 Highway 90, Chipley, FL 32428 Tel: (850) 638-0250	1,849,393.20	04/02/15
CPA "Northside Stormwater System &	Asphalt Paving	06/18/14	08/25/14	Canaveral Port Authority 445 Challenger Road, Suite 301	7,190,000.00	06/15/15

GLF CONSTRUCTION CORPORATION
Heavy Civil & Marine Completed Projects

Official Project No.	Type of Work	Award Date	N.T.P.	Owner's Name and address	USD Contract Amount	Completion date
Minor Paving," CN-026 Cape Canaveral, FL				Port Canaveral, FL 32920 David W. Perley, Sr. Dir. (321) 783-7831		
E8M77 FPN 406151-4-52-01 All Electronic Tolling at Veterans Expressway Hillsborough County, FL	Electronic Tolling	04/16/13	05/22/13	FDOT/Turnpike Enterprise FL Turnpike MP 263 Building 5315 Ocoee, FL 34761	11,249,740.28	07/31/15
CPA "Marine Terminal @ NCB6" PUR-ITB-14-9 / CN 14- 004, Cape Canaveral, FL	Marine	09/17/14	09/29/14	Canaveral Port Authority 445 Challenger Road, # 301 Port Canaveral, FL 32920 Karen Pappas -- (321) 783-7831 Ext. 219	12,840,000.00	07/31/15
PUR-ITB-13-4/CN1-8-10- 12-014A Canaveral Harbor 44 Foot Channel Project – Package 1 : Upland and Minor Marine Works, Port Canaveral, FL	Marine	09/19/13	03/03/14	Canaveral Port Authority 445 Challenger Rd, Ste. 301 Port Canaveral, FL 32920	8,938,320.00	10/01/15

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

THIS AGREEMENT made and entered into this _____ day of _____
by and between the **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY** (Party of the First Part,
hereinafter called the Owner) and **GLF CONSTRUCTION CORPORATION** (Party of the Second Part,
hereinafter called the Contractor).

WITNESSETH:

That the said Contractor has agreed and by these presents does agree with the said Owner, for the consideration herein mentioned in his proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in good firm, substantial, and workmanlike manner, the work specified in strict conformity with the drawings, and the specifications hereinafter set forth, which drawings and specifications together with foregoing Proposal made by the Contractor, the Instructions to Bidders, Mandatory Contract Provisions, Special Conditions, General Provisions, Technical Specifications and this Agreement constitute the contract. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal, at the Asheville Regional Airport, to-wit:

Project Name: Permanent Runway 17-35 Construction – Bid Package 3 – Site Preparation and NAVAIDs

The Contractor shall commence the work with adequate forces and equipment on a date to be specified in a written order of the Owner and shall complete the work within **210** Calendar Days, from and including the date stipulated in the "Notice to Proceed."

The Contractor shall fully guarantee his workmanship and materials furnished for a period of one year following the date of final acceptance of the work. The performance and payment bonds shall remain in full force for this one year period.

If Contractor fails to complete the Work by the date specified herein for achievement of Substantial Completion, such as date may be adjusted pursuant to the Contract Documents, Owner shall deduct from progress payments or any other funds remaining due to Contractor or, if no funds remain due, Contractor shall pay to Owner the amount specified under Subsection 80-08 of the General Provisions for each day that the Work remains uncompleted beyond the specified Substantial Completion Date for each phase of work. Such sum is hereby, in view of the difficulty of estimating such damages, agreed upon, fixed and determined by Contractor and Owner as the liquidated damages that Owner shall suffer by such default and not by way of penalty.

The Owner shall pay and the Contractor shall receive the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished and accepted and done by the Contractor in an acceptable manner, **\$14,007,508.90**, which sum shall be paid in the manner and terms specified in the Contract Documents but, before issuance of certificates of payments if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such just claim.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the first party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be

adequate to cover the performance of the work, the second party shall at its expense, within five days after the receipt of notice from the first party so to furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the first party.

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina. Venue for any actions arising out of the Agreement will lie in Buncombe County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate, this _____ day of _____, 20_____.

Greater Asheville Regional Airport Authority:

By:

Signature

Print Name and Title

Attested By:

Contractor:

By:

Signature

Print Name and Title

Attested By:

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

Finance Officer

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE **GLF CONSTRUCTION CORPORATION** of the State of _____ and County of _____ hereinafter, known as the Principal, and _____ a corporation chartered and existing under the laws of the State of _____ and _____ duly authorized to do business in the State of North Carolina as Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority hereinafter known as the Owner, in the penal sum of Fourteen Million Seven Thousand Five Hundred Eight and 90/100 Dollars (\$ 14,007,508.90) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which it agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such that the above bound Principal shall faithfully and fully carry out and comply with the terms and conditions of said contract, to complete the work therein specified and in the event Contractor fails to perform, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alterations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the Owner and Owner's Agents harmless against any claims for using any form of material process, composition or anything which is patented, and likewise indemnify and save the Owner and the Owner's Agents harmless against all claims for damages by reason of any default or negligence, want of skill or care on the part of said Principal or Agents in and about the performance of said contract, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work or to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgment based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof, except and to the extent that this bond provides Owner with greater or additional rights than those set forth in Chapter 44A, Article 3. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor,

services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this _____ day of _____, 20____, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in the presence of:

Principal

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

As to Surety:

Signed, sealed and delivered in the presence of:

Surety

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE **GLF CONSTRUCTION CORPORATION** of the State of _____ and County of _____ hereinafter, known as the Principal, and _____, a corporation chartered and existing under the laws of the State of _____ and duly authorized to business in the State of North Carolina as Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority hereinafter known as the Owner, in the penal sum of Fourteen Million Seven Thousand Five Hundred Eight and 90/100 Dollars (\$ 14,007,508.90) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW should the above named Principal and all subcontractors, if any, to whom any portion of the work provided for in the attached contract is sublet and all assignees of the said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgement based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this _____ day of _____, 20_____, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in the presence of:

Principal

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

As to Surety:

Signed, sealed and delivered in the presence of:

Surety

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

Approved as to form:

Owner's Attorney

FINAL RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars (\$ _____), paid by the Greater Asheville Regional Airport Authority, hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for Bid Schedule(s) _____, does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____, 20 ____, known as _____ except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and material suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20____.

WITNESSES:

CONTRACTOR
By: _____

STATE OF _____ Title: _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____.

(NOTARY SEAL)

NOTARY PUBLIC
My Commission Expires:

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MANDATORY FEDERAL CONTRACT PROVISIONS

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5/22/2014

ACCESS TO RECORDS AND REPORTS

(49 CFR Part 18.36(i), 49 CFR Part 18.42)

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

AFFIRMATIVE ACTION REQUIREMENT

(41 CFR Part 60-4, Executive Order 11246)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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

Timetables

Goals for minority participation for each trade **(8.5%)**

Goals for female participation in each trade **(6.9%)**

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

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 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.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Asheville, NC**.

5/22/2014

BREACH OF CONTRACT TERMS
(49 CFR Part 18.36(i)(1))

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 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.

BUY AMERICAN CERTIFICATION
(49 USC § 50101)

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

A bidder or offeror must submit the appropriate Buy America certification (see proposal forms) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

CIVIL RIGHTS - GENERAL
(49 USC § 47123)

General Civil Rights Provisions

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

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES
(49 USC § 47123)

Title VI Solicitation Notice

(Appendix 4, FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Authorities
(Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL
(49 CFR § 18.36(i)(12))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(49 CFR § 18.36(i)(6))

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

5/22/2014

COPELAND “ANTI-KICKBACK” ACT
(49 CFR § 18.36(i)(4), 29 CFR Parts 3 & 5)

The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti-Kickback” Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act requirements required to be inserted in solicitations, contracts or subcontracts.

DAVIS BACON REQUIREMENTS

(49 CFR § 18.36(i)(5))

1. Minimum Wages

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

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their

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

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

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

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

2. Withholding.

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

3. Payrolls and basic records.

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

registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) 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 (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) 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 (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor,

applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

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

performed until an acceptable program is approved.

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

5. Compliance With Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE
(49 CFR Part 26)

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

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the Greater Asheville Regional Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Greater Asheville Regional Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

5/22/2014

ENERGY CONSERVATION REQUIREMENTS
(49 CFR Part 18.36(i)(13))

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

EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS

(41 CFR § 60-1.4, Executive Order 11246)

EQUAL OPPORTUNITY CLAUSE

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not

excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor

shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

5/22/2014

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(29 USC § 201, et seq.)

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: 29 USC Section 201, et seq. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

LOBBYING AND INFLUENCING FEDERAL EMPOLYEEES

(49 CFR Part 20, Appendix A)

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.

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.

NONSEGREGATED FACILITIES REQUIREMENT

(41 CFR § 60-1.8)

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

5/22/2014

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
(20 CFR part 1910)

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

OSHA can provide information regarding any specific clauses or assurances pertaining to the Occupational Safety and Health Act of 1970 required to be inserted in solicitations, contracts or subcontracts.

5/22/2014

RIGHT TO INVENTIONS

(49 CFR part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TERMINATION OF CONTRACT

(49 CFR part 18.36(i)(2))

1. The Authority may, by written notice, terminate this contract in whole or in part at any time, either for the Authority's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Authority.
2. If the termination is for the convenience of the Authority, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Authority may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the Authority for any additional cost occasioned to the Authority thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Authority. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION

(49 CFR part 30)

Trade Restriction Clause

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

VETERAN'S PREFERENCE
(49 USC § 47112(c))

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

5/22/2014

TEXTING WHILE DRIVING
(Executive Order 13513, DOT Order 3902.10)

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), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

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GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

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

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

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

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIRPORT IMPROVEMENT PROGRAM (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-05 AIR OPERATIONS AREA (AOA). For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM INTERNATIONAL (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-08 AWARD. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

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

10-11 CALENDAR DAY. Every day shown on the calendar. The total contract duration set forth in the Contract Documents includes normal inclement weather days encountered at the Project site, as well as observed holidays listed below. The Contractor shall be charged for each calendar day during the term of construction including observed holidays defined below and inclement weather days normally encountered at the Project site. Normal inclement weather days are established as the average days per month that the project site receives more than 0.5" of precipitation based on previous three (3) years of weather data from the National Oceanographic and Atmospheric Administration (NOAA):

Month	Normal inclement weather days	Month	Normal inclement weather days
January	3	July	6
February	1	August	4
March	1	September	3
April	4	October	2
May	4	November	2
June	5	December	4

**Baseline Normal Inclement Weather Days
NOAA Weather Station – Asheville Regional Airport, NC**

If the Contractor is unable to work at least 50% of the normal work day on pre-determined controlling work items due to abnormal inclement weather conditions (at least 0.5” of precipitation observed in a 24-hour period or inclement winter weather conditions that preclude work), the Contractor may not be charged a calendar day. The Contractor is responsible for submitting all data and records to justify not being charged a calendar day due to inclement weather. An extension in contract time will only be granted if the number of inclement weather days in the contract duration exceeds the number of baseline normal inclement weather days as provided in the table above.

Contract time shall be based upon calendar days counting from the effective date of the Notice to Proceed and including Saturdays, Sundays, observed holidays defined below, and other non-work days.

The number of days denoted in the Contract for contract time includes all weekend days and observed holidays. Observed Legal Holidays for which a calendar day shall be charged, but which the Contractor shall not be allowed to work area as follows:

- New Year's Day
- Memorial Day and the Saturday/Sunday prior to Memorial Day
- July 4th
- Labor Day and the Saturday/Sunday prior to Labor Day
- Thanksgiving and the Friday and Saturday after Thanksgiving
- Christmas Day

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract. Also called a Contract Amendment (CA).

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to Bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days, stated in the proposal, allowed for completion of the contract, including authorized time extensions.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 CONTRACTOR'S LABORATORY. The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-18a DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-19 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative. The Engineer shall be understood to be the Engineer of the Owner or the Owner's duly authorized representative.

10-19a EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-22a FOD. Foreign object debris (FOD) is any object located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft. The contractor shall take necessary measures to prevent and eliminate FOD.

10-23 FORCE ACCOUNT. Force account work is planning, engineering, or construction work done by the Sponsor's employees. It is also construction performed by the Contractor through the use of material, equipment, labor, and supervision which includes an allowance for overhead and profit where no bid item or established payment provision is provided within the contract documents.

10-24 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

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

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

10-27 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27A LIQUIDATED DAMAGES. Monetary damages paid by the Contractor to the Owner for each calendar day or night after the applicable time has elapsed until the work is completed and accepted by the Owner and Engineer. Refer to Section 80 for a listing of liquidated damages applicable to this contract.

10-28 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29A NIGHT TIME WORK HOURS. Night time work hours on the airfield will be required when construction operations includes work on a runway or work immediately adjacent to a runway or locations where traffic cannot be diverted around a specific taxiway complex. Night work hours will generally be defined as from 0000 hours to 0530 hours each night. In order to open the airfield to aircraft operation, the Contractor shall have an affected pavement swept and cleaned; all affective pavement and infield areas graded to FAA standards; and all affected airfield electrical components operational as before work began. Only the Owner or their designated representative has the authority to determine if the work area is acceptable for aircraft operations. Liquidated damages detailed in Section 80 of these General Provisions will be applied for the Contractor's exceeding the time limit for night work.

10-30 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-31 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract.

10-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-35 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-37 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-38 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-38A RESIDENT PROJECT REPRESENTATIVE (RPR). An authorized representative of the Owner assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-40 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-41 SPONSOR. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport. Same as definition above of "Owner."

10-42 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-43 SUBGRADE. The soil that forms the pavement foundation.

10-44 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-45 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-47 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-48 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). The Owner, or their authorized agent, shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids. If the Owner prequalifies bidders, they shall publish the advertisement at such places and at such times as are required by local law or ordinances.

20-02 QUALIFICATION OF BIDDERS. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective Bidder should such Bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective Bidder.
- c. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.
- e. Contractor has an interest in any litigation or arbitration or other type claim against the Owner or Engineer.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result

of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree 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 of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.

20-08 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following but not limited to reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced as interpreted by the Owner and Engineer.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner. The proposal guaranty shall be in the amount of 5% of the maximum bid price submitted.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by **email** before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by email request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A Bidder shall be considered disqualified for any of the following but not limited to reasons:

a. Submitting more than one proposal 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 Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

d. Where the Bidder has an interest in any litigation or arbitration or other type claim against the Owner or Engineer.

e. Lack of competency as revealed by the Statement of Bidder's Qualifications.

f. Uncompleted work which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

g. Previous projects where, in the judgment of the Owner, the Bidder performed unsatisfactorily and did not complete and close out the project in a timely manner resulting in the Owner not being able to close out the project with various funding agencies and resulting in the Owner potentially or actually losing planned funding for other projects.

END OF SECTION 20

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a Bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.

b. If the Bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 90 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified Bidder whose proposal conforms to the cited requirements of the Owner.

30-03 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 is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the three (3) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date of written notice of award to the successful bidder.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40

SCOPE OF WORK

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

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

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

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

For AIP contracts, all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

40-03 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the

requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

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

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

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

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

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

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the

work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

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

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

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

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

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

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

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

END OF SECTION 40

SECTION 50

CONTROL OF WORK

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

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

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

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

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

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

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

The Owner shall keep the FAA advised of the Engineer's determinations as to acceptance of the work that is not in reasonably close conformity with the contract, plans, and specifications. Change orders or supplemental agreements must bear the written approval of the FAA. FAA approval is required before performing change order work in excess of \$10,000.

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

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

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor shall furnish, at his expense, all horizontal and vertical control, all staking and layout of construction work called for on the plans and in accordance with the technical specifications. The Engineer and Owner shall not be responsible for such work. However, the Owner and Engineer reserve the right to check all said lines, grades, and

measurements with their appointed surveyor(s). Should the Owner's surveyor detect errors in said lines, grades, and measurements, the Contractor shall pay for all said surveying costs and subsequent surveying costs performed to verify correction of errors found in said lines, grades, and measurements.

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

The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

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

Construction Staking and Layout includes but is not limited to:

1. Clearing and Grubbing perimeter staking.
2. Rough Grade slope stakes at 100-foot stations
3. Drainage Swales slope stakes and flow line blue tops at 50-foot stations
4. Subgrade blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:
 - a. Runway – minimum 5 per station
 - b. Taxiways – minimum 3 per station
 - c. Holding apron areas – minimum 3 per station
 - d. Roadways – minimum 3 per station
5. Base Course blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:
 - a. Runway – minimum 5 per station
 - b. Taxiways – minimum 3 per station
 - c. Holding apron areas – minimum 3 per station
6. Pavement areas:
 - a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
 - b. Between Lifts at 25-foot stations for the following section locations:
 - (1). Runways – each paving lane width
 - (2). Taxiways – each paving lane width
 - (3). Holding areas – each paving lane width
 - c. After finish paving operations at 50-foot stations
 - (1). All paved areas – Edge of each paving lane prior to next paving lot
 - d. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50 foot offsets
7. Fence lines at 100-foot stations
8. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs),

Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.

9. Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
10. Painting and Striping layout (pinned with 1.5 in PK nails) marked for paint Contractor. (All nails shall be removed after painting)
11. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

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

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

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

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

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

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

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

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

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

The Engineer and/or his authorized representative shall have full authority to inspect all materials on the project site, test all materials at as many locations and at any frequency he deems necessary to satisfy himself that the final in-place product meets the requirements of the plans and specifications.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

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

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds

upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract. Partial acceptance of any part of the work shall not constitute acceptance from a warranty standpoint. The warranty for any work completed and accepted shall not begin until the entire project is complete and accepted by the Owner.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the recommendation for final acceptance and notify the Contractor in writing of the Owner's acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

END OF SECTION 50

SECTION 60

CONTROL OF MATERIALS

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

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

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

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

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

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

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

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

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Owner shall pay for all passing acceptance tests. The Contractor shall pay for all failing acceptance tests. Charges for failing tests will be deducted from the Contractor's earnings at the end of the project at the time of final payment. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer or his authorized representative. The Contractor shall be responsible for notifying the Owner authorized testing laboratory to pick up the test samples. The Engineer reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and insure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

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

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

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

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

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

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

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

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

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

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

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

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

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

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

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

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

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, Engineer, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner and Engineer for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work. The Contractor shall be required to include the Owner and Engineer as additional insureds on his insurance policies to protect the Owner and Engineer against all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright and any costs, expenses, and damages which it may be obliged to pay by reason of an infringement.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work.

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

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

70-05 FEDERAL AID PARTICIPATION. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

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

Smoking is prohibited on all Airport property.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 4 feet apart. Except as otherwise noted in the plans for lighted runway closure markers, no separate payment will be made for barricades, warning signs, and hazard markings.

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 on Uniform Traffic Control Devices.

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

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

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

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards as indicated on the plans or as directed by the Engineer prior to commencing work that requires such

erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-09 USE OF EXPLOSIVES. Explosives may only be used for this project if approved by the Owner and AOR.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

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

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

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described in the contract drawings.

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

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

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

Contractor shall be required to conform to safety standards contained AC 150/5370-2, latest change.

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

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

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

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as follows:

<u>Utility</u>	<u>Contact</u>
Utility Locate	811
Duke Energy - Electric	800-452-2777
PSNC Energy – Natural Gas	877-776-2427
Buncombe County Metropolitan Sewerage District	828-525-0061
AT&T	800-288-2020
City of Asheville - Water	828-251-1122
Asheville Regional Airport / FAA	828-684-2226

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

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

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

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations. Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

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

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

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

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

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

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

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

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

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

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

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

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens,

chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

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

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner and Engineer will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least 40 percent of the total contract cost.

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

80-02 NOTICE TO PROCEED. The Notice to Proceed shall be issued by the Owner.

The Contractor shall begin the work to be performed under the contract within not more than ten (10) calendar days of the date set by the Owner in the written notice to proceed, but in any event, the Contractor shall notify the Owner and Engineer at least 48 hours in advance of the time actual construction operations will begin.

80-03 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 calendar days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

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

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

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

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey

instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction, latest change.

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

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

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

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

Contractor shall immediately comply with any safety instruction or direction issued by the Owner or Owner's Representative.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

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

In addition, the following requirements shall apply concerning all workers utilized on the project:

a. The Contractor shall provide and maintain, continually on the project site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work. The Contractor shall provide a capable superintendent acceptable to the Owner. Such representative shall be able to read, write and speak English fluently and shall be authorized to receive instructions from the Engineer or his authorized representative. Said superintendent shall have authority to see that the work is carried out in accordance with the Contract Documents and in a first class, thorough and workmanlike manner in every respect.

b. Incompetent, disorderly, intemperate or incorrigible employees of any authority level shall be dismissed from the project by the Contractor or his representative when requested by the Engineer or the

Owner, and such persons shall not again be permitted to return to the work without the written consent of the Owner.

c. The Contractor agrees to indemnify and hold the Owner and Engineer harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction and performance of the Contract.

d. The Contractor shall provide at the request of the Owner such reasonable information about his employees as may be necessary, including in part, name, address and social security number.

e. Any employee of the Contractor or any subcontractors who violate the badging requirements or leaves unbadged individuals in the Airport Operations Area (AOA) or the Secured Identification Display Area (SIDA) without properly badged individuals will be removed from the Airport and not be allowed back onto the Airport without prior approval by the Owner. Refer to the Special Conditions for Contractor Badging Requirements.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

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

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

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

for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

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

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

a. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonwork days. All calendar days or nights elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

b. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or increment, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

In addition to liquidated damages for not completing all project work within the allotted contract time, there shall be liquidated damages associated with night time airport closures and violations assessed by North Carolina Department of Environmental Quality (NCDEQ) as a result of the Contractor's construction activities. Liquidated damages are listed in the table below.

Critical Milestone / Schedule	Liquidated Damages Cost	Allowed Duration
Night Closures	\$1,000 per 30 minute increment (or portion thereof)	12:00 AM – 5:30 AM
Notice of Violation Issued by NCDEQ	\$2,000 per calendar day from issuance of NOV until NOV is formally lifted by NCDEQ in writing	N/A
Project Completion	\$2,000 per calendar day	210 calendar days from Notice to Proceed
Project Phase Completion	\$2,000 per calendar day	As shown for Phases 3A through 3H in the contract plans, sheets SP-05 through SP-13

In addition to liquidated damages charged for failure to meet specific contract milestone and completion dates, liquidated damages will be assessed in the amount of \$1,000 per 30 minute increment of not having the airfield in an acceptable condition as approved by the Owner or Owner's Representative following night work.

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

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following, but not limited to, reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

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

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

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

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

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

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 400 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of the centerline of an active runway at any time.

END OF SECTION 80

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

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

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

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

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

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

Cement will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

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

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

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

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

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

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

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

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman including supplemental benefits, payroll taxes, insurance premiums and other reasonable charges that are paid by the Contractor pursuant to existing written agreements with employees and/or labor organizations.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

For Contractor self-owned equipment, the maximum rate paid for equipment will be determined based upon the following factors:

(i) The base hourly rates shall be the daily rate as listed in the current Rental Rates for Construction Equipment prepared by Associated Equipment Distributors latest edition, divided by eight (8). Where no daily rate is listed, the daily rate will be determined by dividing the monthly rate by 10.

(ii) The first 20 hours will be paid at 90 percent of the above based hourly rate. For 21 to 40 hours, the rate will be 80 percent of the above base hourly rate. For over 40 hours, the rate will be 45 percent of the above base hourly rate.

(iii) The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on a specified force account job.

(iv) For rented equipment, such equipment will be paid for based upon rental cost as approved by the Engineer. Invoices showing rental charges must be submitted to the Engineer for such payment.

(v) For use of all equipment when, in the opinion of the Contractor and as approved by the Engineer, suitable equipment is not available on the site, the movement of required equipment to and from the site will be paid for at actual cost.

(vi) Equipment to be used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for force account work. The Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

(vii) In the event that a rate is not established in the Associated Equipment Distributors Rental Rates, latest edition, for a particular piece of equipment or plant, the Owner shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials to the site.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(6) Profit and Overhead. Profit and overhead amount shall be combined and computed at no more than fifteen (15) percent of the following:

(i) Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor related fringe benefit payments as defined in (1) above, but not including the overtime additive payments. Profit and overhead shall not be paid on the premium portion of overtime.

(ii) Total Cost of Materials as defined in (3) and (4) above.

(iii) If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined in (1) through (5) above, or on such other basis as may be approved by the Owner. Contractor's profit and overhead on subcontractor's work shall be computed at fifteen (15) percent as limited in this section. Subcontractor's profit and overhead amount shall be computed at five (5) percent of materials and direct labor to cover the subcontractor's profit, superintendence, administration, insurance and other overhead. For purposes of computing profit and overhead, only one level or tier of subcontractors will be allowed.

(7) Overhead shall be defined to include the following items:

(i) Premium on bond.

(ii) Premium on insurance required by the State, Workmen's Compensation Insurance, public liability and property damage insurance, unemployment insurance, federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his employee.

(iii) All salary and expenses of executive officers, supervising officers or supervising employees.

(iv) All clerical or stenographic employees.

(v) All charges for minor equipment such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services.

(vi) All drafting room accessories such as paper, tracing cloth, blueprinting, etc.

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

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the

subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, The balance 90 percent of the amount payable, less all previous payments, shall be certified for payment.

When at least 95 percent of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The amount of retainage withheld from the Contractor's monthly partial payments shall be 10%.

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

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used. No partial payment will be made for stored or stockpiled living or perishable plant materials. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

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

Should elements of work require delay in final payment due to seasonal or other reasons, the Owner may retain or withhold an agreed upon amount from items of work associated with the delayed items and hold that retainage, even after final payment less the retained amounts, until the Contractor has fulfilled the elements of work delayed to the satisfaction of the Owner. The Owner shall release the retained amount after all associated work for which the delay item has been accepted by the Owner.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-09 CONSTRUCTION WARRANTY.

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

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

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

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

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

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

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

i. The installation of medium intensity approach light systems with runway alignment identification lights (MALSRs) and localizers installed on both Runway 17 and Runway 35 shall be under warranty for a period one year after FAA flight checks are complete for Runway 17-35. This warranty shall cover deficiencies, defects, or failures to the lighting systems or localizers until the permanent Runway 17-35 is commissioned. Contractor shall be readily available during the MALSR and Localizer tune-up period, currently expected to occur Fall 2017 through Spring 2018. Full commissioning for Permanent Runway 17-35 is expected to be complete within calendar year 2018.

90-10 PROJECT CLOSEOUT. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

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

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

c. Complete final cleanup in accordance with subsection FINAL CLEANUP of Section 40.

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

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

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

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

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

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

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

k. Security for Construction Warranty.

- I. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

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

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

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

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their 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 accepted by the Engineer and a written finding of no objection to the Quality Control Program is provided by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed and a written finding of no objection to the Quality Control Program is provided by the Engineer.

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 Engineer.

Paving projects over \$250,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 DESCRIPTION OF PROGRAM.

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

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least **5** calendar days before the preconstruction conference. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

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

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

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

The cost of development, administration and/or performance of the Quality Control Program shall not be paid for separately but shall be included in various other bid items.

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

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

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

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

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

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

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

b. Quality control technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

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

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

(2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.

(3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

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

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

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

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

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

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

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

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

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

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

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

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

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

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

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

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

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

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

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

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

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

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

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

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

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

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

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

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

100-11 NONCOMPLIANCE.

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

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

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 105

MOBILIZATION

105-1 DESCRIPTION. The work covered by this section consists of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for providing the items required by the General Provisions, Supplementary Conditions, and General Requirements including but not limited to: the establishment of all temporary offices, buildings, staging areas, haul routes, and other facilities necessary for work on the project; surveying and construction staking; all barricades, barricade lights, and other phasing and detour devices; taxiway and runway closures; performance bond, labor and materials bond; insurance; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site. This item also includes all work outside the limits of construction that is necessary to restore areas disturbed by the Contractor to their original condition including, but not limited to, pavement rehabilitation, grading, seeding, mulching, cleaning, and disposal.

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

105-1.2 AOR'S FIELD OFFICE. This item shall include setup and maintenance of a Field Office for the use of and occupancy by the Owner's Resident Project Representative and other authorized personnel.

- a. The field office will be supplied by the Owner. The Contractor shall be responsible for relocating it from its current site on Airport property to the location as indicated on the plans. The Contractor is responsible for inspecting the current location and condition of the unit during the pre-bid meeting or by appointment and including all necessary costs for relocation as part of the bid.
- b. The Contractor will be responsible for restoring the existing site including smooth grading, seeding and mulching. All utilities shall be disconnected and capped appropriately.
- c. The Contractor shall be responsible for moving, proper blocking and tie-downs conforming to local ordinances and laws and installing a gravel parking area in front of the field office. The gravel parking area shall be 40' x 50' with a gravel access road 12' wide to the main access roadway. The Contractor shall provide positive drainage around the office with no standing water during or after rainfall events. The Contractor shall also provide a set of stairs and landing with the appropriate handrails to the threshold of the trailer entrance meeting all applicable codes. If the trailer has multiple entrances, the Contractor shall provide a set of stairs at each door.
- d. The Contractor shall be responsible for all utility connections and service including electrical service, and telephone service for two lines (one voice and one fax). Provisions shall be made for a sanitary sewer holding tank that will be emptied weekly at the Contractor's expense. A water cooler shall be supplied and kept stocked with water bottles at all times.

The Contractor shall be responsible for payment of utility and service expenses for the duration of the project.

- e. The Contractor shall provide a janitorial service on a weekly basis including trash collection and disposal for the duration of the project.

105-2 BASIS OF MEASUREMENT AND PAYMENT. Partial payments for Item GP-105-2.1 "Mobilization" will be made with the first and second partial pay estimates paid on the contract, and will be made at the rate of 50 percent of the lump sum price for "Mobilization" on each of these partial pay estimates, less the retainage provided for in the Contract, provided the amount bid for "Mobilization" does not exceed 5 percent of the total amount bid for the contract. Where the amount bid for the item of "Mobilization" exceeds 5 percent of the total amount bid for the contract, 2-1/2 percent of the total amount bid will be paid on each of the first two partial pay estimates, and that portion exceeding 5 percent of the total amount bid for the contract will be paid on the last partial pay estimate. All such payments will be made less the retainage provided for in the Contract

Payment shall be made under:

Item GP-105-2.1 – Mobilization

-- per Lump Sum (LS)

END OF SECTION 105

SECTION 110

METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average (\bar{X}) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: \bar{X} = Sample average of all subplot values within a lot

x_1, x_2 = Individual subplot values

n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set

d_1, d_2 = Deviations of the individual subplot values x_1, x_2, \dots from the average value \bar{X}

that is: $d_1 = (x_1 - \bar{X}), d_2 = (x_2 - \bar{X}) \dots d_n = (x_n - \bar{X})$

n = Number of sublots

f. For single sided specification limits (that is, L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (that is, L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$

AND

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95 \text{ percent density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L=1.44$ and $n=4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57 \text{ percent}$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E 178)**Project:** Example Project**Test Item:** Item P-401, Lot A.**A. Outlier Determination for Mat Density.**

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. Use $n=4$ and upper 5 percent significance level of to find the critical value for test criterion = 1.463.
3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

- a. For measurements greater than the average:

If $(\text{measurement} - \text{average}) / (\text{standard deviation})$ is less than test criterion, then the measurement is not considered an outlier

For A-3, check if $(99.30 - 97.95) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

- b. For measurements less than the average:

If $(\text{average} - \text{measurement}) / (\text{standard deviation})$ is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if $(97.95 - 96.60) / 1.15$ is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

NOTE: In this example, a measurement would be considered an outlier if the density were:

Greater than $(97.95 + 1.463 \times 1.15) = 99.63$ percent; OR

less than $(97.95 - 1.463 \times 1.15) = 96.27$ percent.

ROUNDING RULE

- A. If the digit following the last digit to be kept is 0, 1, 2, 3, or 4, strike out that digit and all the following digits.

Example: For the number 28.69248539, if only three decimal places are being kept the number becomes 28.692.

- B. If the digit following the last digit to be kept is 6, 7, 8, or 9, increase the last digit to be kept by 1 and strike out all the following digits.

Example: For the number 28.69248539, if only one decimal place is being kept the number becomes 28.7.

- C. If the digit following the last digit to be kept is 5 and there are digits other than zero to the right of 5, increase the last digit to be retained by 1 and strike out all following digits.

Example: For the number 28.69248539, if five decimal places are being kept the number becomes 28.69249.

D. If the digit following the last digit to be kept is 5 and there are no digits other than zero beyond 5, increase the last digit to be retained by 1 if it is odd or leave it unchanged if it is even.

Example: For the number 28.69248500, if five decimal places are being kept the number becomes 28.69248.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

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SPECIAL CONDITIONS

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SPECIAL CONDITIONS

SECTION 1

PROJECT INFORMATION

1. CONTRACT PROVISIONS. The General Provisions and these Special Conditions are applicable to all divisions and sections of the Contract Documents and Specifications. It shall be the Contractor's responsibility to so inform all parties who should be bound or influenced thereby.

In the event there are discrepancies between the technical specifications, general provisions, general conditions and the special conditions, the interpretation most advantageous to the Owner shall apply.

2. DESCRIPTION OF WORK. The proposed Work includes the following:

The project will include, but is not limited to, site preparation and NAVAIDs installation to accommodate the construction of a new permanent Runway 17-35. Project includes furnishing all labor, materials, services and equipment required for soil cement stabilization, crushed aggregate base course, asphalt paving, grading, erosion control, drainage, access road construction, erosion control, airfield lighting, airfield signage, vault modifications, NAVAIDs, and other work items.

3. LOCATION OF THE WORK. The site of the proposed Work is at the **Asheville Regional Airport, Fletcher, NC.**

4. DEFINITIONS. The following terms when used in the Contract Documents shall mean the following:

A. AIRPORT OWNER'S REPRESENTATIVE (AOR). The term "Airport Owner's Representative" in the Contract Documents means any authorized representative of the Greater Asheville Regional Airport Authority including Authority staff, Program Manager, Construction Manager, Resident Project Representative and Design Engineer of Record.

B. ADDENDA. Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

C. BID. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work and services to be performed.

D. CONTRACT AMENDMENT (CA). A CA is a written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

E. CONSTRUCTION MANAGER (CM). The authorized representative or entity under contract with the Owner and responsible for administering and inspecting the construction work as set forth in the contract.

F. DAY. Unless otherwise defined shall mean "calendar" day.

G. DRAWINGS. The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

H. FIELD DIRECTIVE. A written order issued by the Airport Owner's Representative which orders minor changes in the work consistent with the intent of the Contract Documents but which does not involve a change in the Contract Price or the Contract Time.

The Airport Owner's Representative may authorize minor changes in the work not involving an adjustment in the contract price or the contract time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and shall be binding on the Owner, and also on the Contractor who shall perform the change promptly. If the Contractor believes that a field order justifies an increase in the contract price or contract time, the Contractor shall make a claim under Section 50, Subsection 50-16, Claims for Adjustment and Disputes of the General Provisions before doing the Work.

I. FURNISH or INSTALL or PROVIDE or SUPPLY. Unless specifically limited in the context, the word "Furnish" or the word "Install" or the word "Provide" or the word "Supply" or any combination or similar directive or usage thereof, shall mean FURNISHING AND INCORPORATION IN THE WORK including all necessary labor, materials, equipment, and anything necessary to perform the work indicated.

J. GOOD REPAIR. Good repair shall be construed to mean any defect, functional or structural deterioration (except that from ordinary and reasonable use) which appreciably reduces the effectiveness or efficiency of the work or improvement for the purpose intended, or any serious departure from the standards of original construction described in the Contract Documents, shall be remedied by the Contractor. Such remedy will be made without further cost to the Owner, including in part, all damages caused by such defect, deficiency, deterioration or departure, and by its repair, replacement or correction.

K. MAY. Permissive.

L. REFERENCE TO TRADE OR SUBCONTRACTORS. When only one principal contract exists for all work covered by the Contract Documents, reference to trade or subcontractors in the Contract Documents shall not create any contractual relationship between the Owner and any trade or subcontractor, with whom the principal contractor may subcontract.

M. SAMPLES. Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship or finishes, and to establish standards by which the work will be judged.

N. "SHALL" IMPLIED. In the interest of conciseness, some sentences, statements, and clauses used in the specifications exclude any form of the verb "shall" normally expressed in a verb phrase with verbs such as "furnish", "install", "provide", "perform", "construct", "erect", "comply", "apply", "submit", or similar "verb", but any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase "The Contractor shall" and the requirements described therein shall be interpreted as mandatory elements of the Contract.

O. SHALL. Mandatory.

P. SUBCONTRACTOR. Party supplying labor and material or any labor for work at the site of the project for, and under separate contract or agreement with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any subcontractor.

Q. SUBSTANTIAL COMPLETION. When the work is sufficiently complete so it may be safely, conveniently and beneficially utilized by the Owner for all of the purposes for which it was intended.

R. WILL. Mandatory.

S. SEDIMENT. Soil and other debris that have eroded and have been transported by runoff water or wind.

T. SOLID WASTES. Rubbish, debris, and other discarded solid materials, except hazardous waste as defined in paragraph entitled, "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.

U. RUBBISH. Combustible and noncombustible wastes including paper, boxes, glass, crockery, metal, lumber, cans, and bones.

V. DEBRIS. Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.

W. CHEMICAL WASTES. Salts, acids, alkalis, herbicides, pesticides, and organic chemicals.

X. SEWAGE. Waste characterized as domestic sanitary sewage.

Y. GARBAGE. Refuse and scraps resulting from consumption of food.

Z. HAZARDOUS WASTES. Hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations.

AA. OILY WASTES. Petroleum products and bituminous materials.

AB. HAZARDOUS MATERIALS. As defined in DOT Regulation 49 CFR 171 and listed in CFR 172.

AC. HAZARDOUS SUBSTANCES. As defined in EPA PL 96-510.

5. PROPOSAL REQUIREMENTS. In addition to those herein before described items to be submitted with the Bidder's Proposal, the bidder shall submit, with his proposal, a list of all subcontractors the bidder proposes to use on the work of this Contract.

After the Owner accepts the bidder's proposal and such bidder is awarded a Contract, the successful bidder may not substitute a subcontractor listed in the proposal without the prior written approval of the Owner. Such approval shall be obtained at least ten calendar days prior to the date scheduled for that subcontractor to begin work.

6. ACCESS TO THE WORK. Access to the work shall be via the access routes designated on the Contract Layout Plan. The Contractor shall identify access routes with suitable signs, barricades and similar equipment. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner.

No separate payment will be made for complying with the requirements of this paragraph "ACCESS TO THE WORK." No other access to the work site will be permitted without written approval by the Owner and Airport Owner's Representative. Contractor's vehicles and equipment, including vehicles and equipment of the subcontractors and others coming under the Contractor's control, will not be permitted to traverse other airfield areas or pavements without written approval of the Owner and Airport Owner's Representative. Contractor's vehicles, equipment and materials may be stored in the area designated on the Plans. Upon completion of the work, the storage area shall be cleaned up and returned to its original condition to the satisfaction of the Owner. No separate payment will be made for cleanup and restoration of the storage area. Personal services, such as canteen trucks, will not be permitted beyond this area and drivers of vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.

7. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams or other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

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

D. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, all shop drawings, product data and samples required by the Contract Documents.

E. By approving and submitting shop drawings, product data and samples, the Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

F. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Airport Owner's Representative's approval of shop drawings, product data or samples unless the Contractor has specifically informed the Airport Owner's Representative in writing of such deviation at the time of submission and the Airport Owner's Representative has given written approval of the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Airport Owner's Representative's approval thereof.

G. The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples to revisions other than those requested by the Airport Owner's Representative on previous submittals.

H. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittals have been approved by the Airport Owner's Representative as provided in the General Provisions, Section 50. All such portions of the work shall be in accordance with approved submittals.

I. The Contractor shall not reproduce the Engineer's project drawings for shop drawing use without prior written approval of the Engineer.

J. The Contractor shall submit **five (5)** hard copies, or at Airport Owner's Representative's option, an electronic copy and one print of all shop drawings required for the work of the various trades unless greater quantities are specifically requested for certain equipment. Receipt of less than the required number of copies will be cause for withholding the shop drawings, product data or samples from being checked until receipt of the necessary additional copies. The Contractor's letter of submittal must conform to the typical Contractor's "Transmittal Letter" which is available from the Airport Owner's Representative. Each drawing or part of the drawings, product data or samples shall be listed separately on the letter and identified as indicated thereon. Failure to do this will cause rejection of the submittal. The Airport Owner's Representative will return to the Contractor the same transmittal letter, with the shop drawings, product data or samples disposition noted thereon along with the shop drawings, product data or samples when the review is completed. The Contractor shall forward separate transmittal letters for submitting each group of shop drawings, product data or samples common to a specification section.

K. In checking shop drawings, product data or samples prior to submittal, the Contractor is requested to note corrections or comments on the shop drawings, product data or samples in green pen.

L. Drawings returned to the Contractor will be stamped "Approved," "Approved as Noted," "Returned for Corrections," or "Not Approved." Drawings stamped "Approved as Noted" need not be returned for further approval if the notations are acceptable to the Contractor and subcontractors. Drawings stamped "Returned for Corrections" or "Not Approved" shall require new submission. Comments and corrections by the Airport Owner's Representative will be made in red pen on blue or black line prints.

M. Samples shall be submitted to the attention of **RS&H**, accompanied with the same transmittal letter prescribed for shop drawings. Checking by Contractor of product data and samples before transmittal is required the same as for shop drawings.

8. PROJECT DOCUMENTATION.

A. Project Drawings: The successful Contractor will be furnished, at no charge, four (4) copies of the Drawings and Specifications. Additional copies may be purchased at actual cost of reproduction.

A field set of Plans and Specifications shall remain on the job site at all times and shall be available at all times to the Airport Owner's Representative.

The Contractor shall immediately include plainly and conspicuously on the field set of drawings, and at appropriate paragraphs in the specifications, all changes or corrections made by addenda, field orders and change orders as they are issued.

Approved copies of all shop drawings, product data, samples and other submittals are to be kept on the job site at all times and shall be available at all times to the Airport Owner's Representative.

Changes and deviations from the existing conditions shall be submitted in writing for approval prior to installation. In no case shall any unspecified equipment or materials be installed without prior approval of the Airport Owner's Representative.

B. Record Documents:

(1) Definition: Record documents are defined to include those documents or copies relating directly to performance of the work, which the Contractor is required to prepare or maintain for the Owner's records, recording the work as actually performed. In particular, record documents show changes in the work in relation to the way in which shown and specified by original Contract Documents; and show additional information of value to the Owner's records, but not indicated by original Contract Documents. Record documents include newly prepared drawings (if any are specified), marked-up copies of contract drawings, shop drawings, specifications, addenda, field orders, change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all.

(2) Record Drawings: The Contractor shall maintain a set of record drawings at the job site. The record drawings shall be kept legible and current and shall be available for inspection at all times by the Airport Owner's Representative. The Contractor shall show all changes or work added on these record drawings in a contrasting color.

(a) Mark-Up Procedure: During progress of the work, maintain a blue-line or black-line set of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. When shop drawings are marked up, cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where

feasible to distinguish between changes for different categories of Work at same general location. Mark-up important additional information that was either shown schematically or omitted from the original drawings. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, field orders or change order numbers and similar identification. Require each person preparing mark-ups to initial and date mark-ups and indicate name of firm. Label each sheet "PROJECT RECORD" in 1-1/2-inch high letters.

In showing changes in the work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.

(b) Preparation of Record Drawings: In preparation for Certification of Substantial Completion on last major portion of the work, review completed mark-up of record drawings and shop drawings with Airport Owner's Representative. The Airport Owner's Representative will then proceed with preparation of a full set of corrected record contract drawings. The Airport Owner's Representative will date each updated drawing and label each sheet "RECORD DRAWING" in 1-1/2-inch high letters. Printing as required herein is the responsibility of the Airport Owner's Representative.

(3) Record drawings shall contain the names, addresses and phone numbers of the Contractor and all subcontractors.

(4) The Airport Owner's Representative shall be the sole judge of the acceptability of the record drawings. Receipt and acceptance of the record drawings is a prerequisite for Final Payment.

C. Record Specifications:

(1) During the progress of the work, the Contractor shall maintain one copy of the specifications, including addenda, field orders, change orders and similar modifications issued in printed form during construction, marked-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued at the jobsite. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discernable at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, the Contractor shall submit all data to the Airport Owner's Representative for the Owner's records. Label front cover "PROJECT RECORD" in 1-1/2-inch high letters.

(2) Where the record specifications is printed on one side of page only, mark variation on blank left-hand pages of the record specifications, facing printed right-hand pages containing original text affected by variation.

D. Record Product Data: During progress of the work, maintain one copy of each product data submittal, and mark-up significant variations in the actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned at a later date by direct observation. Note related field orders and change orders and mark-up of record drawings and specifications. Upon completion of mark-ups, submit complete set of product data submittal to the Airport Owner's Representative for the Owner's records. Label each data submittal "PROJECT RECORD" in 1-1/2-inch high letters.

E. Record Sample Submittal: Immediately prior to date(s) of substantial completion, the Airport Owner's Representative will meet with the Contractor at the work site and will determine if any of the submitted samples maintained by the Contractor during progress of the work are to be transmitted to the Owner for record purposes. The Contractor shall comply with the Airport Owner's Representative instructions for packaging, identification marking and delivery to the Owner's sample storage space. Dispose of other samples in a legal manner specified for disposal as surplus and waste materials, unless otherwise indicated by Airport Owner's Representative.

F. Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous recordkeeping and submittals in connection with actual performance of the work. Immediately prior to date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Airport Owner's Representative for the Owner's records. Categories of requirements resulting in miscellaneous work records are recognized to include, but not be limited to, the following:

(1) Required field records on excavations, foundations underground construction, wells and similar Work.

(2) Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks and manholes.

(3) Surveys establishing lines and levels of buildings, where applicable.

(4) Soil treatment certification.

(5) Inspection and Test Reports: Where not processed as shop drawings or product data.

(6) Concrete mix design record.

(7) Asphaltic concrete mix design record.

(8) Concrete block certification, where applicable.

G. Project Closeout: Closeout is hereby defined to include general requirements near end of contract time, in preparation for final acceptance, final payment, normal termination of Contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units or work are specified in other sections. Time of closeout is directly related to substantial completion, and therefore may be a single-time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. The time variation, if any, shall be applicable to other provisions of this section.

H. Prerequisites to Substantial Completion:

(1) Prior to requesting the Airport Owner's Representative's inspection for Certification of Substantial Completion, for either entire work or portions thereof, complete the following and list no exceptions in request.

(a) In progress payment request coincident with, or first following date claimed, show 100 percent completion for the portion of work claimed as "Substantially Completed," or list incomplete items, value of incompleteness and reasons for being incomplete.

(b) Include supporting documentation for completion as indicated in the Contract Documents.

(c) Submit statement showing accounting of changes to the Contract sum.

(d) Advise the Owner of pending insurance change-over requirements.

(e) Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including, where required, occupancy permits, operating certificates and similar releases.

(f) Deliver tools, spare parts, extra stocks of materials and similar physical items to the Owner.

(g) Make final change-over of locks and transmit keys, where applicable, to the Owner, and advise the Owner's authorized representatives of change-over in security provisions.

(h) Complete start-up testing of systems, and instructions to the Owner's operating-maintenance personnel. Discontinue, or change over, and remove from project site any temporary facilities and services, along with construction tools and facilities, mock-ups and similar elements.

(2) Inspection Procedures: Upon receipt of the Contractor's request, the Airport Owner's Representative will proceed with the inspection or advise the Contractor of prerequisites not fulfilled. Following initial inspection, the Airport Owner's Representative will prepare the Certificate of Substantial Completion or advise the Contractor of work which must be performed prior to issuance of the certificate and repeat the inspection when requested and assured that work has been substantially completed. Results of completed inspection(s) will form initial "punch list" for Final Acceptance. If the Airport Owner's Representative performs more than one initial inspection and one follow-up inspection and it is determined that additional follow-up inspections are required, the cost of the Airport Owner's Representative's time and travel expenses to perform such additional follow-up inspections shall be charged to the Contractor and the costs deducted from the Contractor's earnings.

I. Prerequisites to Final Acceptance:

(1) Prior to requesting the Airport Owner's Representative's final inspection for Certification of Final Acceptance as required by the General Provisions, the Contractor shall complete the following and list known exceptions in the request:

(a) Submit certified copy of the Airport Owner's Representative's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Airport Owner's Representative.

(b) Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work.

(c) Complete final cleaning up requirements, including touch-up of marred surfaces.

(d) Touch-up and otherwise repair and restore marred exposed finishes.

(2) Reinspection Procedures: Following Substantial Completion, the Contractor shall correct or remedy all punch list items to the satisfaction of the Airport Owner's Representative and Owner within a two (2)-week period after the date of Substantial Completion. If subsequent inspections are necessary after the two-week period in order to eliminate all deficiencies, the cost of all subsequent inspections with respect to the Owner's and Airport Owner's Representative's time and expenses shall be paid by the Contractor. When ready, the Contractor shall request in writing, a final reinspection of the work. Upon completion of reinspection, the Airport Owner's Representative will prepare Certificate of Final Acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for Final Acceptance. If necessary, the above procedures will be repeated.

J. Prerequisites to Final Payment:

(1) Final Payment: Final Payment will be made after Final Acceptance of the project by the Airport Owner's Representative and Owner upon request by the Contractor on condition that the Contractor:

(a) Furnish properly executed and completed release of claims from all material men and subcontractors who have furnished materials or labor for the work and submit supporting

documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

(b) Furnish the Contractor's Affidavit of Release of Claims (2 copies) that all material, men, and subcontractors have been paid in full. In the event they have not been paid in full, the Owner shall retain a sufficient sum to pay them in full and at his option, may make direct payment to obtain complete releases of claim.

(c) Furnish Contractor's Final Release of Claim (2 copies).

(d) Furnish required sets of record drawings and maintenance and operating instructions of new mechanical equipment.

(e) Furnish guarantees signed by subcontractors, material suppliers and countersigned by the Contractor for operating equipment.

(f) Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications and similar documents.

(g) Furnish a signed guarantee, in form acceptable to the Airport Owner's Representative and Owner agreeing to repair or replace, as decided by the Airport Owner's Representative, all work and materials that prove defective within one (1) year from the date of Final Acceptance, including restoration of all other Work damaged in making such repairs or replacements.

(h) Furnish consent of Surety to Final Payment.

(i) Submit final progress payment application, reflecting all final changes to contract quantities and sums.

(j) Submit evidence of final, continuing insurance coverage complying with insurance requirements.

(k) Certify that all social security, employment and all other taxes (city, state, federal government) have been paid.

(l) Provide receipt, as applicable, of affidavits certifying all labor standards of local, state or federal requirements have been complied with by the Contractor.

(m) Submit actual DBE participation percentages along with the names, addresses and phone numbers of all DBE subcontractors, material suppliers utilized in the work.

K. Record Document Submittals: Specific requirements for record documents are shown in Section 10, PROJECT DOCUMENTATION. Other requirements are indicated in the General Provisions. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Airport Owner's Representative's reference during normal working hours.

(1) Record Drawings: The Airport Owner's Representative shall organize record drawing sheets into manageable sets, bind with durable paper cover sheets and print suitable titles, dates and other identification on cover of each set.

(2) Record Specifications: Upon completion of mark-ups, submit to the Airport Owner's Representative for the Owner's records.

(3) Record Product Data: Upon completion of mark-ups, submit complete set to the Airport Owner's Representative for the Owner's records.

(4) Record Sample Submittal: Comply with the Airport Owner's Representative's instructions for packaging, identification marking and delivery to the Owner's sample storage space.

(5) Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Airport Owner's Representative for the Owner's records.

(6) Maintenance Manuals: Complete, place in order, properly identify and submit to the Airport Owner's Representative for the Owner's records.

L. Closeout Procedures: General Operating and Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with the Owner's authorized representatives, at the work site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuel, identification system, control sequences; hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments and similar operations. Review maintenance and operations in relation with application warranties, agreements to maintain bonds, and similar continuing commitments.

9. STANDARD CONSTRUCTION FORMS. The following forms shall be utilized in the execution of the Work and will be provided by the CM at the preconstruction meeting.

A. Request for Information (RFI). An RFI shall be utilized by the Contractor to present questions or request clarifications related to the work. Upon receipt, the CM shall forward the RFI to the appropriate source who will respond to the RFI in writing with reasonable promptness to avoid or minimize delay in the progress of the Work.

B. Request for Contract Amendment (RCA). A RCA shall be utilized by Contractor to formally present any request for monetary, time or contractual adjustment. The RCA shall provide justification for entitlement to the change and shall be substantiated.

C. Contract Amendment (CA). A CA shall be utilized to formalize modifications to the Contract that are agreed to by the Owner and Contractor.

D. Field Directive (FD). A FD shall be utilized in the absence of an agreement on a CA to express a written order by the Owner directing a change in the work, or to expedite a change in work that is time and/or schedule sensitive.

E. Supplemental Instruction (SI). A SI shall be utilized by the CM to issue any changes to the contract plans or specifications. Upon receipt of an SI, the Contractor shall submit a detailed breakdown of costs (additions or deductions) to the CM if applicable. The information provided in an SI may or may not result in a contract amendment.

F. Construction Deficiency/Corrective Action (CDCA). A CDCA shall be utilized by the CM to communicate in writing to the Contractor either a deficiency in the Work or other action required by the Contractor. The Contractor shall provide a written response regarding the CDCA to the CM within seven (7) days. The Owner may withhold payment from Contractor for items in nonconformance until corrective action is completed.

10. FINAL CLEANING.

A. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition.

B. Removal of Protection: Remove temporary protection devices and facilities that were installed during course of the work to protect previous completed work during remainder of the construction period.

C. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on the Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these as directed by the Owner.

END OF SPECIAL CONDITIONS - SECTION 1

SPECIAL CONDITIONS

SECTION 2

INSURANCE REQUIREMENTS

1. INSURANCE AND INDEMNIFICATION

Before starting and until termination of work for, or on behalf of, the Owner, the Contractor shall procure and maintain insurance of the types and to the limits specified.

The term Owner as used in this section of the Contract is defined to mean the Greater Asheville Regional Airport Authority, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

With regard to the Contractor's perform search/replace function obligations for products and completed operations, the Contractor shall be responsible for providing and maintaining insurance and contractual agreements for a minimum period of at least one (1) year subsequent to the Authority's acceptance of the products and/or services.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the Owner, for the Owner's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

2. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employer's Liability Coverage of at least \$1,000,000 each person - accident, \$1,000,000 each person - disease, \$1,000,000 aggregate - disease. If the state requires a higher statutory limit then those limits stated then the state requirement shall apply.

3. COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The Owner, Reynolds, Smith and Hills, Inc., and AVCON, Inc. shall be listed separately as Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this contract. The Owner shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$5,000,000.00 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have the minimum limits reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, independent contractors, and property damage resulting from collapse and underground (c, u) exposures. Broad Form Commercial General Liability coverage or its equivalent shall provide at least, broad form contractual liability applicable to this specific contract, as well as personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

4. CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provides that the Owner shall be notified at least thirty (30) days in advance of cancellation, non renewal or adverse change or restriction in coverage. Separate Certificates shall be issued to the Owner and to the Airport Owner's Representative naming each as an Additional Insured and this contract shall be listed. If required by the Owner, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the Owner on an ACORD 25 form. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the Owner an option shall be deleted or crossed out by the insurance carrier's or the insurance carrier's agent. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the Owner and shall file with the Owner Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Owner, the Contractor shall, upon instructions of the Owner, cease all operations under the contract until directed by the Owner, in writing, to resume operations. A Contractor's financial integrity is of interest to the Authority; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Authority, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of North Carolina and rated A- or better by A.M. Best Company and/or otherwise acceptable to the Authority's Risk Manager. The "Certificate Holder" address should read: **Greater Asheville Regional Airport Authority, 61 Terminal Drive, Fletcher, NC, 28732, 828-684-2226.**

5. INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as it relates to all provisions of the contract.

6. LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the Owner. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

7. HOLD HARMLESS

The Contractor shall hold harmless the Owner, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life bodily or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Contract, whether arising solely out of the negligence of the Contractor or not. The Contractor's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8. PAY ON BEHALF OF THE OWNER

The Contractor agrees to pay on behalf of the Owner, as well as provide a legal defense for the Owner, both of which will be done only if and when requested by the Owner, for all Claims as described in the Hold Harmless paragraph. Such payment on behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

9. PAY ON BEHALF OF THE AIRPORT OWNER'S REPRESENTATIVE

The Contractor agrees to pay on behalf of the Airport Owner's Representative, as well as provide a legal defense for the Airport Owner's Representative, both of which will be done only if and when requested by the Airport Owner's Representative, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the Airport Owner's Representative shall be in addition to any and all other legal remedies available to the Airport Owner's Representative and shall not be considered to be the Airport Owner's Representative's exclusive remedy.

END OF SPECIAL CONDITIONS - SECTION 2

SPECIAL CONDITIONS

SECTION 3

MISCELLANEOUS

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, for any reason, any such provision is not inserted in the Contract, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. CORRELATION OF DOCUMENTS.

A. The drawings and specifications are cooperative and supplementary. Portions of the work which can be best be illustrated by the drawings may not be included in the specifications and portions best described by the specifications may not be depicted on the drawings. All items necessary or incidental to completely construct or erect the work shall be furnished, whether called for in the specifications or shown on the drawings. Anything mentioned in the specifications and not shown on the drawings, or anything shown or mentioned on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. In case of disagreement between the drawings and specifications, or within either document itself, the better quality or greater quantity of work shall be estimated and included in the bid and contract price and the matter drawn to the Airport Owner's Representative's attention for decision.

3. NOTICE AND SERVICE THEREOF. Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the Contractor at the address given in the Contractor's proposal, or at the last business address known to him who gives the notice, or delivered in person to the Contractor or his authorized representative on the site. It is mutually agreed that such notice shall be sufficient and adequate.

4. SUBCONTRACTING.

A. The Contractor may utilize the services of specialty or minority subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty or minority subcontractors.

B. The Owner reserves the right to approve subcontractors for any work. The Contractor, if requested by the Owner, shall submit to the Owner the proposed award and such information as the Owner may require concerning any subcontractor.

C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, or under their control, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in the Contract Documents shall create any contractual relationships between any subcontractor and the Owner.

5. PROTECTION OF PERSONS.

A. The Contractor shall:

- (1) At all times protect the lives and health of his employees under the Contract;
- (2) Take all necessary precautions for the safety of all persons on or in the vicinity of the project site.
- (3) Comply with all applicable provisions of Federal, State and Municipal safety laws and building codes.
- (4) Comply with all pertinent provisions of the Manual of Accident Prevention in Construction issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created in part by features of construction such as protruding nails, rod hoists, well holes, falling materials, etc., and he shall designate a responsible member of his organization on the work site whose duty shall be the prevention of accidents;
- (5) Provide for all safeguards for the protection of those having Right-of-Entry during field review and observation of the work.

B. The Contractor shall comply with all provisions of the "Williams-Steiger Occupational Safety and Health Act of 1970" including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Where a State in which work is performed has passed legislation bearing on Occupational Safety and Health, such legislation and amendments thereto, together with rules and regulations issued pursuant thereto, shall be complied with by the Contractor.

6. AUTHORITY OF AIRPORT OWNER'S AUTHORIZED REPRESENTATIVE.

A. The Airport Owner's Representative, through its duly authorized representatives, shall furnish engineering services during construction of the work to the extent provided in the Contract Documents. He shall observe and review the work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Airport Owner's Representative has authority to recommend suspension of the work to the Owner when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review or recommend suspension of the work, or exercise such other authority as may be granted by the Contract Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Airport Owner's Representative responsible for providing a safe place for the performance of work by the Contractor or by the Contractor's employees, or those of suppliers or subcontractors, or for access, visits, use, work, travel, or occupancy by any other person. The Airport Owner's Representative shall also have the authority to reject any work, materials, or equipment which do not conform to the Contract Documents and to decide technical questions which arise in the execution of the work.

B. The Airport Owner's Representative shall determine the amount, quality, acceptability, and fitness of the several kinds of work, materials, equipment and supplies which are to be paid for under the Contract and shall decide questions which may arise in relation to said work and its compliance with the Contract Documents. The Airport Owner's Representative's estimates and decisions shall be final and

conclusive, except as otherwise expressly provided in case any question shall arise between the parties to the Contract relative to the Contract Documents, the determination or decision of the Airport Owner's Representative shall be a condition precedent to the right of the Contractor to receive any money or payment for work under the Contract affected in any manner or to any extent by such question.

C. The Airport Owner's Representative shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute.

7. "GOOD REPAIR" PERIOD.

A. The Contractor hereby agrees to keep all work constructed under the Contract in good repair for a minimum period of one (1) year, unless a longer period is otherwise specified in the Contract Documents, from the date of acceptance of all of the work by the Owner. No provision of the Contract documents shall be valid which limits the "Good Repair" period to less than one (1) year from the date of acceptance of all of the work by the Owner. The work may be phased. If the work is phased, each phase of Work completed shall be inspected and approved for use by the Owner but shall not be accepted until all work for all phases is complete and a final inspection for all work has been performed.

B. It is intended that this provision shall apply whether or not bond is required, as a personal obligation of the Contractor.

C. The obligations of the Contractor as herein provided shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

8. VARIATION FROM ESTIMATED QUANTITIES. The Contractor may reasonably expect a variation in estimated quantities such that the total payment for the completed work may range from 75 to 125 percent of the total amount of the Contract based on the estimated quantities defined in the proposal. The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages because of a difference between the estimate of any item defined in the proposal and the amount of the item actually required or for the elimination of any part of the work. Funds for construction of the work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the work as may be required to bring the cost of the work within the limits of available funds.

9. WATER FOR CONSTRUCTION. Water used for construction of this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements with the Owner of the source of water for securing and/or transporting such water. No separate payment will be made for water used but the cost thereof shall be included in the various items of the proposal and bid schedule.

10. LIGHTS AND POWER. The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

11. COORDINATION WITH OTHERS. In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. The Contractor shall notify the Airport Owner's Representative of said coordination attempts and the results.

12. TESTING AND INSPECTIONS. For the purpose of determining whether the Work is acceptable (as opposed to the Contractor's quality control activities for which the Contractor is solely responsible) tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be performed at appropriate times. The Contractor shall be responsible for coordinating and scheduling all permitting agencies' tests and inspections described herein. The Owner or CM shall make arrangements for all other quality assurance tests, examinations and inspections with such testing laboratories or entities and, except as provided herein or in the technical specifications, the Owner shall bear the costs of such quality

assurance tests, examinations and inspections that the Owner so arranges. The Contractor shall give the CM timely notice of when each portion of the Work shall be ready and available for quality assurance tests, examinations and inspections. The Contractor shall provide the Owner's testing representatives reasonable access to the Work (ladders, etc.), at no additional cost, for the purpose of performing such quality assurance tests, examinations and inspections.

In the event the testing, examination and inspection, or approval procedures performed reveal that the Work fails to meet the requirements of the Contract Documents, the Contractor shall bear all costs arising from the failure, including, but not limited to, the costs to correct the Work and the costs of tests, examinations, inspections and services performed by the CM, A/E and Owner in connection with such tests, examinations, inspections, or approval procedures necessary to establish that the Contractor's work conforms with the requirements of the Contract Documents.

The contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Airport Owner's Representative. The Contractor shall be responsible for notifying the testing laboratory to pick up the test samples. Also, the Airport Owner's Representative reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and ensure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project.

13. LINES AND GRADES. Section 50, Item 50-06 of the General Provisions includes requirements for all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications shall be provided by the Contractor and he shall be solely responsible for the accuracy of said lines, grades and measurements.

14. TRADE NAMES AND MATERIALS. No material that has been used by the Contractor for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the Airport Owner's Representative.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Airport Owner's Representative. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the plans and specifications in connection with the material, manufactured article or process, the material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Airport Owner's Representative and the Airport Owner's Representative shall have the right to require the use of such specifically designated material, article or process.

15. PROPERTY LINES AND MONUMENTS. The Contractor shall protect all property corner markers and any other monument, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

16. FENCES AND DRAINAGE CHANNELS. Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found. Existing fences not to be removed and intersecting with new fencing (fencing outside airport property) shall be connected to the new fencing in a manner acceptable to the fence owner and Airport Owner's Representative. A secure AOA perimeter shall be maintained at all times to the satisfaction of the Airport Owner's Representative. Temporary or new AOA fence shall be installed prior to removing permanent AOA fence necessary to complete the work.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

17. DISPOSAL OF WASTE AND SURPLUS EXCAVATION. All trees, stumps, trimmings, brush or other debris to be removed from the site as a preliminary to the construction work shall be removed from the property and legally disposed of in a manner approved by the Airport Owner's Representative and at a site approved by the Owner. No burning on site will be permitted.

All excavated earth in excess of that required for embankment and backfill shall be disposed of in a satisfactory manner as shown on the plans or directed by the Airport Owner's Representative or legally disposed of off-site by the Contractor.

18. AIR POLLUTION. The Contractor shall comply with all Federal, State and Local Requirements.

19. EXISTING UTILITIES AND SERVICE LINES. The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.

20. RECORDS OF MATERIALS PURCHASED. By a certain time each month as defined and established at the preconstruction conference, the Contractor shall furnish to the Airport Owner's Representative, duplicate copies of all invoices for materials furnished to be incorporated into the work, plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payment.

21. CONTRACTOR ACCESS TO PROJECT SITE. The Contractor shall have a specific access route to the project site. This route is shown in the construction drawings. The Contractor shall use this route to bring all equipment and materials in. If the Contractor has a better route that will prevent damage to existing roads or provide safer access to the construction site, the Contractor shall supply a drawing showing the recommended route to the Owner and Airport Owner's Representative for approval at the preconstruction conference.

22. NIGHTTIME WORK. The Contractor shall not perform nighttime work unless given approval in writing by the Airport Owner's Representative. The Contractor shall request in writing approval to perform nighttime work. If the Airport Owner's Representative approves said nighttime work, the Contractor shall coordinate closely with the Airport Owner's Representative and the Owner during any and all approved nighttime work. This includes any nighttime hauling of materials to the project site.

In phases of work requiring nighttime work, the Contractor shall perform said nighttime work within the time frame allotted by the Owner. The Contractor shall coordinate with the Owner and Airport Owner's Representative each day before nighttime operations to ensure all special instructions, time limitations, directives, etc. are adhered to each night of nighttime operations. The Contractor shall not enter areas requiring nighttime construction operations until cleared to do so by the Owner. Any violation will result in a fine up to **\$1,000.00** for each individual and each piece of equipment committing the infraction. Violations may lead to infracting personnel being removed from the project at direction of the Owner.

23. DUST CONTROL. The Contractor shall maintain strict dust control during the project duration. There are operational areas, aircraft parked on the airport as well as commercial facilities that perform maintenance and repair work to aircraft. Therefore, it is imperative that strict dust control be maintained so that damage or nuisance to the areas and facilities described above or airport operational areas is prevented. This dust control shall also include the dust that may occur during any construction procedure.

24. TRIP TICKETS, INVOICES, WEIGH BILLS, ETC. The Contractor shall be responsible for supplying any and all trip tickets, invoices, weigh bills, etc. which show the quantities actually used in the construction of the project. All said trip tickets, invoices, weigh bills, etc. shall relate directly to specific bid items. If the Contractor fails to submit said trip tickets, invoices, weigh bills, etc. to the Airport Owner's Representative or his authorized representative prior to or during the time of installation of materials into the project, any material overruns claimed by the Contractor at the end of the project shall not be accepted.

25. CHANGES IN THE WORK. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Contract Amendment (CA) or Field Directive (FD). No change to the Contract scope, time or cost shall be authorized without an executed CA or FD. Any work performed or assumed by the Contractor prior to a CA or FD being executed by the Owner shall be at no cost or time to the Owner and shall be borne by the Contractor.

A. If unit prices are stated in the Contractor's bid or proposal the Owner may authorize increases or decreases in quantities of any item without any change in the applicable unit price, provided that the aggregate change does not increase or decrease the Total Contract Price or the net amount of a Major Work Item by a net amount greater than twenty-five percent (25%) compared to the quantities stated in the unit price schedule in the Contract Documents at the time of award. The Contractor will not be entitled to additional overhead, insurance, bond or other project costs due to any increase that does not increase the net amount of the Total Contract Price or the net amount of a Major Work Item by a net amount of more than twenty-five percent (25%). If the cumulative or aggregate amount of the Total Contract Price or the net amount of a Major Work Item changes (either increases or decreases) by a net amount in excess of twenty-five percent (25%), then the Owner and Contractor shall mutually agree upon an increase or decrease in the unit price of the item. In the event the CM and Contractor are unable to agree upon the unit price adjustment, the Owner may issue a FD consistent with this agreement or terminate the Contract with respect to the disputed items and perform the work through separate contractors or the Owner's own forces. A Major Work Item constitutes a Work Item which represents twenty percent (20%) or more of the Total Contract Price.

For all CA's and FD's, except those based upon established unit prices, regardless of the method used to determine the adjustment of the Total Contract Price, the mark-up for overhead and profit on allowable costs which the Contractor and Subcontractors shall receive is provided in General Provisions Section 90.

B. Contract Amendment. A CA is a written contract modification signed by the Owner and Contractor stating their agreement upon the following:

- 1) A Change in the Work.
- 2) The amount of the adjustment in the total contract price if any.
- 3) The amount of the adjustment in the contract time if any.

C. Field Directive. A FD is a written order prepared and signed by the Owner directing a change in the Work prior to agreement of adjustment, if any, in the Total Contract Price or Contract Time, or both. A FD may also be issued to expedite a change in work as to not hinder job progress. The Owner may, by FD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Total Contract Price or Contract Time being adjusted accordingly.

An FD shall be used when time does not allow the preparation of adequate documentation, when there is disagreement between the Owner and Contractor related to the changes in work. An FD shall be issued by the Owner in the absence of agreement on the terms of a CA. All work directed by the Owner through the issuance of an FD shall be accomplished promptly by the Contractor. The Owner may pay the Contractor for any work performed to the satisfaction of the Owner, at the sole discretion of the Owner. If an FD is agreed to by the Contractor, the corresponding back-up and justification shall be converted into a CA and executed by both parties. If an FD is not agreed to by the Contractor, the CM shall work with

the Contractor to reach agreement on dollars, time and scope and then subsequently provide documentation to convert the FD into a CA and executed by both parties. If the CM and Contractor cannot come to agreement on the dollars, time or scope of the work performed, the amount of the FD not satisfactory performed and paid by the Owner will be considered a disputed item to be resolved in accordance with the provisions of this contract.

END OF SPECIAL CONDITIONS - SECTION 3

SPECIAL CONDITIONS

SECTION 4

ADMINISTRATION OF THE CONTRACT

1. ROLE OF THE ARCHITECT/ENGINEER (A/E)

A. The A/E is the person or entity lawfully licensed in North Carolina to practice architecture/engineering and is referred to throughout the Contract Documents as if singular in number. The term A/E means the Architect's/Engineer's authorized representative. The A/E shall serve as the architect/engineer of record for the Project and will sign and seal the Project Drawings.

B. The A/E will visit the Project at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the A/E will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.

C. The A/E will 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 A/E's action will be taken with such reasonable promptness as to avoid or minimize delay in the Work of the Contractor or in the activities of the Owner or the CM, while allowing sufficient time in the A/E's professional judgment to permit adequate review. Review of such submittals 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 A/E's review of the Contractor's submittals shall not relieve the Contractor of the obligations herein. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures. The A/E's review of and action concerning a specific item shall not indicate approval of an assembly of which the item is a component.

2. ROLE OF THE CONSTRUCTION MANAGER (CM)

A. The CM shall provide full-time administration of the Contract as described in the Contract Documents and shall provide for a full-time resident project representative (RPR) to observe the performance of the Work of the Contractor and who will act as the Owner's representative agent on-site.

B. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the CM. However, the Owner and the Contractor are not precluded from direct communications. The Contractor shall copy the CM with all communications between the Owner and the Contractor if such direct communication occurs. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the CM.

C. The CM will review and certify all Applications for Payment by the Contractor, including final payment.

D. The CM is authorized to reject Work which does not conform to the Contract Documents. Whenever the CM considers it necessary or advisable for implementation of the intent of the Contract Documents, the CM is authorized to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither the CM's authority to act under these

articles, nor a decision made by the CM in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CM to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work. The CM also has the authority to issue Notices of Noncompliance.

E. The CM will receive from the Contractor and arrange for the review or approval of all Shop Drawings, Product Data and Samples, coordinate them with information received from separate contractors, if applicable, and transmit to the A/E those recommended for approval. The CM's actions will be taken with such reasonable promptness as to avoid or minimize delay in the Work or in the activities of separate contractors, the Owner, or the A/E.

F. The CM will prepare Contract Amendments and Field Directives and will have authority to issue minor changes in the Work.

G. The CM is the final interpreter of the technical requirements and intent of the Contract Documents and, to the extent the CM deems necessary, may consult with the A/E regarding such intent. The CM, within a reasonable period of time after receipt of a written request therefor, shall render such interpretations to the Contractor with respect to the Drawings and Specifications which the CM or A/E deem necessary for the proper execution and progress of the Work. Interpretations and decisions of the CM 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.

H. The CM will provide for coordination of the activities of separate contractors under contract with the Owner and the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with Owner's separate contractors, the CM and Owner in reviewing their respective construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement.

I. The CM shall, at all times, have access to the Contractor's record copy of all Contracts, Drawings, Specifications, addenda, Contract Amendments, Field Directives, approved Shop Drawings, Product Data, Samples and similar required submittals which Contractor shall maintain.

J. The CM, in conjunction with the A/E, Owner, and the Contractor, will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents. Receipt by the CM or Owner of warranties and related documents which vary from the requirements of the Contract Documents shall not be deemed acceptance of a modification to the Contract Documents or a waiver of any requirement of the Contract Documents.

K. Neither the CM nor the A/E will have control over, charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and neither will be responsible to the Contractor for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the CM nor the A/E will have control over or charge of or be responsible to the Contractor for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3. ROLE OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)

A. The RPR is an individual furnished by the CM to provide on-site observations of the work in progress and field checks of materials and equipment and act as the Owner's representative on-site. The RPR shall endeavor to provide protection for the Owner against defects and deficiencies in the work; but, the furnishing of such services will not make the RPR responsible for or give the RPR control over construction means, methods, techniques, sequences or procedures or for safety precautions or

programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents.

B. The RPR will attend conferences and meetings with the Contractor and Owner, such as preconstruction conferences, weekly progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. The RPR will review the progress schedule, schedule of shop drawing, product data and samples submittals and schedule of values prepared by the Contractor and consult with the CM concerning acceptability.

D. The RPR will serve as the CM's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CM in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

E. The RPR will assist in obtaining from the Owner additional details or information, when required for proper execution of the Work.

F. The RPR will advise the CM and the Contractor of the commencement of any work requiring a shop drawing, product data or sample if the submittal has not been approved by the CM and A/E.

G. The RPR will conduct on-site observations of the work in progress to assist the Owner and CM in determining if the work is in general proceeding in accordance with the Contract Documents.

H. The RPR will report to the Owner and CM whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Owner and CM of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. The RPR will verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the Owner and CM appropriate details relative to the test procedures and startups.

J. The RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of those inspections and report to the Owner and CM.

K. The RPR will report to the CM when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CM, Owner or A/E.

L. The RPR will consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report the suggestions along with the RPR's recommendations to the Owner and CM. Transmit to the Contractor decisions as issued by the CM, Owner or A/E.

M. The RPR will maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, product data and samples, reproductions of original Contract Documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other work related documents.

N. The RPR will keep a diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions of work field orders, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

O. The RPR will furnish daily progress reports of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing, product data and sample submittals.

P. The RPR will consult with the Owner and CM in advance of scheduled major tests, inspections or start of important phases of the work.

Q. The RPR will draft proposed change orders and field orders, obtaining backup material from the Contractor and recommend to the Owner and CM change orders and field orders.

R. The RPR will report immediately to the CM and the Owner the occurrence of any accident.

S. The RPR will review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the CM and Owner, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.

T. The RPR will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the CM for review and forwarding to the Owner prior to final payment for the work.

U. The RPR will submit to the Contractor a punch list of observed items requiring completion or correction before the CM issues a Certificate of Substantial Completion.

V. The RPR will conduct a final inspection in the company of the CM and the Owner and the Contractor and prepare a final punch list of items to be completed or corrected.

W. The RPR will observe that all items on the final punch list have been completed or corrected and make recommendations to the CM and Owner concerning acceptance.

X. Limitations of the authority of the RPR include:

(1). The RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Owner.

(2). The RPR shall not exceed the limitations of the CM's authority as set forth in the Contract Documents.

(3). The RPR shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent.

(4). The RPR shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

(5). The RPR shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

(6). The RPR shall not accept shop drawing, product data or sample submittals from anyone other than the Contractor.

(7). The RPR shall not authorize the Owner to occupy the work in whole or in part.

(8). The RPR shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Owner.

END OF SPECIAL CONDITIONS - SECTION 4

SPECIAL CONDITIONS

SECTION 5

CONTRACTOR BADGING REQUIREMENTS

- 1) Contractor is required to provide ID badges printed on durable plastic for all employees who will be working on the construction site.
- 2) Layout and Picture ID for the badges must be approved by the Airport, which must include the minimum of: First & Last Name of individual; Company name; Picture of individual; and a Large "C" to indicate the badge was issued by the Contractor.
- 3) All workers will be required to wear badges in plain view at all times while on the construction site.
- 4) A Minimum of 5 Supervisors and/or Foreman will need to obtain an Airport Security Identification Display Area (SIDA) badge issued by the Greater Asheville Regional Airport Authority. The Contractor shall be responsible for a badging fee of \$67/badge.
- 5) No background check will be necessary for Contractor provided badges.
- 6) Background checks will be required for any SIDA badge issued by the Airport and take approximately 2-3 weeks.
- 7) Contractor will provide an updated list of all employees who are badged and working on the project site weekly or if any changes occur, with the changes identified clearly to the AOR. Each list must have the date of issuance on the top right. This list will be provided to the Operations Department.

Examples:

- a. If an individual is removed from working at the job site, the list would identify that person by crossing a line through his/her name and listing the new individual (replacement) next to that spot to clearly identify the change. ~~James Smith~~ replacement: Claire Smith
 - b. If an individual is removed or is no longer working on the job site without a replacement, a line will be placed through their name as shown in A). ~~James Smith~~
 - c. When an individual is "added" without being a replacement, this word should be noted next to their name. Claire Smith – Added
 - d. If no changes have occurred from one week to the next, the words "No Changes" should be posted on the top of the list near the date of issuance.
- 8) Regardless of what badge is issued, either SIDA or Contractor badge, ALL workers assigned to the construction site will be formally trained for procedures on working around an active airport. Training takes approximately 4 hours.

SPECIAL CONDITIONS

SECTION 6

CONTRACTOR CROSSING GUARD PERSONNEL REQUIREMENTS

Contractor shall provide qualified, Airport-approved personnel to serve as authorized crossing guards as depicted on the Taxiway Closure and Crossing Plans found in the contract plans. Crossing guards shall be solely responsible for ensuring Contractor equipment and personnel remain clear of aircraft operations, coordinating with Air Traffic Control as necessary.

- 1) Contractor crossing guard personnel shall meet the following minimum requirements:
 - a. Contractor crossing guards shall have a criminal record clear of felonies or misdemeanors. Each contractor crossing guard shall be required to obtain and maintain an Airport Security Identification Display Area (SIDA) badge issued by the Greater Asheville Regional Airport Authority, as described in Section 5 of these special conditions.
 - b. Each contractor crossing guard shall be at least 25 years old, fluent in English, and possess a high school diploma or GED equivalent. Contractor shall submit names and resumes for each contractor crossing guard to the AOR for review and approval.
 - c. Contractor crossing guards shall successfully complete specialized training administered by the Airport and air traffic control personnel. The Airport reserves the right to dismiss any crossing guard applicant during the training process. Successful completion of training will require each crossing guard to demonstrate knowledge and proficiency to the satisfaction of the Airport in the following areas:
 - i. Air traffic control procedures
 - ii. Radio communication procedures, phraseology
 - iii. Effective verbal communication in English
 - iv. Aircraft movement patterns
 - v. Pavement inspection and cleaning procedures
 - vi. Airport emergency procedures
 - d. Each crossing guard shall be equipped with the following:
 - i. Two-way handheld VHF aviation radio: Icom IC-A14 or approved equal. Radios shall feature a low battery indicator, programmable memory, keylock, and an internal speaker sufficient for audible reception in the construction environment. All radios shall be fully charged nightly before use.
 - ii. Cellular phone. Each crossing guard shall carry a cellular phone to allow communication with the AOR, Airport, and other contractor personnel. Each crossing guard shall have stored in their cellular phones the following numbers:
 1. AVL Air Traffic Control Tower
 2. Airport Operations
 3. Department of Public Safety (DPS)
 4. Airport Owner's Representative (AOR)
 5. Contractor CSSO
 6. Contractor Superintendent
 7. All subcontractors working within the safety area

Contractor shall provide and maintain a list of crossing guard names, cellular phone numbers, and taxiway crossing assignments for use by the Airport and AOR. The contractor shall immediately notify the Airport and AOR of any

changes in taxiway crossing assignments or phone numbers of the approved taxiway crossing guards.

- iii. Safety vest. Each crossing guard shall wear a brightly colored OSHA-approved safety vest for enhanced visibility by hauling vehicles, construction equipment, and aircraft.
 - iv. Flash light and shovel. Each crossing guard shall possess an operable flash light during times of low visibility or night-time operations.
 - v. Any other equipment required by the Airport for crossing guards to effectively maintain control of vehicles, equipment, and personnel crossing the active taxiway environment and ensure no foreign object debris (FOD) is left on active airfield pavement. All equipment and personal items used by the Contractor and crossing guards shall be approved by the Airport.
- 2) The Airport reserves the right to terminate contractor crossing guards at any time and for any reason, including but not limited to:
- a. Failure to properly coordinate contractor vehicles crossing the active taxiway
 - b. Failure to carry, maintain, or operate equipment as required by this section
 - c. Any incident that endangers the safety and security of the runway and taxiway environment or indicates inadequate proficiency in the areas listed in item (3) of this section.

Upon the Airport's termination of a contractor crossing guard, the Contractor shall immediately suspend all construction operations within the airport operating environment until all contractor crossing guards successfully complete additional recurrent training to the satisfaction of the Airport.

- 3) The Contractor is entirely responsible for all damages incurred to the Airport, airlines, airport users, and airport tenants as a result of negligence by the crossing guards. These damages may include but not be limited to damage to aircraft, airport vehicles, airfield lighting, airfield signage, pavement, NAVAIDs, and fines by agencies.

SPECIAL CONDITIONS

SECTION 7

SALES & USE TAX FORMS

1. GENERAL. The following sales and use tax affidavits and forms are required to be submitted with the Contractor's pay applications:

AFFIDAVIT OF SUBCONTRACTORS USED

To: The Greater Asheville Regional Airport Authority

I, _____, certify and affirm that the following represents a complete list of all subcontractors which I contracted to performed work on the _____ job for the Greater Asheville Regional Airport.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

(Attach an additional sheet if necessary.)

For each subcontractor listed, I have attached the subcontractor's:

- 1. Subcontractor's Sales & Use Tax Affidavit
- 2. Subcontractor's Report of North Carolina Sales & Use Tax Paid

I have also attached these two reports for my company.

Affiant Signature

Company Name

Date

SUBCONTRACTOR’S SALES & USE TAX AFFIDAVIT

To: The Greater Asheville Regional Airport Authority

I, _____, certify and affirm that the undersigned is a subcontractor which performed work on the _____ job for the Greater Asheville Regional Airport, and that North Carolina or applicable sales and use taxes were paid to the vendor or directly to the North Carolina Department of Revenue on North Carolina subcontracts.

In addition, I certify that the company referenced below will not claim a refund from the North Carolina or applicable Department of Revenue for these taxes that have been reported and paid directly to the North Carolina or applicable Department of Revenue or to vendors.

Affiant Signature

Subcontractor Company Name

Date

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WAGE RATES

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General Decision Number: NC160100 01/08/2016 NC100

Superseded General Decision Number: NC20150100

State: North Carolina

Construction Type: Highway

Counties: Alexander, Buncombe, Burke, Caldwell, Catawba, Haywood, Henderson and Madison Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUNC2014-002 11/13/2014

	Rates	Fringes
BLASTER.....	\$ 20.93	
CARPENTER.....	\$ 13.48	
CEMENT MASON/CONCRETE FINISHER...	\$ 14.40	
ELECTRICIAN		
Electrician.....	\$ 18.79	2.62
Telecommunications		
Technician.....	\$ 14.67	1.67
IRONWORKER.....	\$ 12.48	
LABORER		
Asphalt Raker and Spreader..	\$ 11.76	
Asphalt Screed/Jackman.....	\$ 15.38	.08
Carpenter Tender.....	\$ 10.50	

Cement Mason/Concrete		
Finisher Tender.....	\$ 11.04	
Common or General.....	\$ 11.90	
Guardrail/Fence Installer...	\$ 13.09	
Pipelayer.....	\$ 12.87	
Traffic Signal/Lighting		
Installer.....	\$ 15.33	.22

PAINTER

Bridge.....	\$ 20.67	
-------------	----------	--

POWER EQUIPMENT OPERATOR

Asphalt Broom Tractor.....	\$ 10.00	
Bulldozer Fine.....	\$ 16.28	
Bulldozer Rough.....	\$ 14.51	
Concrete Grinder/Groover....	\$ 19.20	
Crane Boom Trucks.....	\$ 18.19	
Crane Other.....	\$ 18.69	
Crane Rough/All-Terrain.....	\$ 19.19	
Drill Operator Rock.....	\$ 15.00	
Drill Operator Structure....	\$ 21.07	
Excavator Fine.....	\$ 16.02	
Excavator Rough.....	\$ 14.67	
Grader/Blade Fine.....	\$ 19.86	
Grader/Blade Rough.....	\$ 15.12	
Loader 2 Cubic Yards or		
Less.....	\$ 12.38	
Loader Greater Than 2		
Cubic Yards.....	\$ 17.91	
Material Transfer Vehicle		
(Shuttle Buggy).....	\$ 15.44	
Mechanic.....	\$ 17.86	
Milling Machine.....	\$ 15.08	
Off-Road Hauler/Water		
Tanker.....	\$ 11.95	
Oiler/Greaser.....	\$ 15.05	
Pavement Marking Equipment..	\$ 11.99	
Paver Asphalt.....	\$ 17.84	.08
Paver Concrete.....	\$ 18.20	
Roller Asphalt Breakdown....	\$ 15.00	.08
Roller Asphalt Finish.....	\$ 16.08	.07
Roller Other.....	\$ 12.51	.03
Scraper Finish.....	\$ 12.86	
Scraper Rough.....	\$ 13.83	
Slip Form Machine.....	\$ 20.38	
Tack Truck/Distributor		
Operator.....	\$ 14.81	.02

TRUCK DRIVER

GVWR of 26,000 Lbs or		
Greater.....	\$ 13.65	
GVWR of 26,000 or Less.....	\$ 12.48	

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: NC150079 01/02/2015 NC79

=====

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Washington, DC 20210

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=====

END OF GENERAL DECISION

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ASHEVILLE REGIONAL AIRPORT
FLETCHER, NORTH CAROLINA

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

**PERMANENT RUNWAY 17 – 35 CONSTRUCTION
BID PACKAGE 3 – SITE PREPARATION AND NAVAIDS**

FAA AIP Project No.:

AVCON Project No.: 2014.157.01



Client:
**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

Prepared by:
AVCON, Inc.
Mallard Creek III, Suite 152
8604 Cliff Cameron Drive
Charlotte, North Carolina 28269
Phone: (704) 954-9008
www.avconinc.com



December 2015

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APPENDICES

APPENDIX A - PROJECT SPECIFIC EXHIBITS

**CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)
ASHEVILLE REGIONAL AIRPORT
RUNWAY 17-35 BID PACKAGE 3 - SITE PREPARATION AND NAVAIDS**

SECTION 1 - INTRODUCTION

101. GENERAL

The Asheville Regional Airport is progressing with the design and construction of a new permanent runway in order to increase the separation distance between the runway and Taxiway A, as well as to reconstruct the pavement itself. The overall intent of the project is to meet separation requirements for FAA Airplane Design Group IV (ADG-IV), Aircraft Approach Category (AAC) C and Taxiway Design Group V (TDG-V) as outlined by FAA Advisory Circular 150/5300-13A.

As part of new runway construction, a temporary runway will be in operation while the existing runway is being demolished and the permanent runway is constructed. Once the permanent runway is constructed, the temporary runway will be converted to a taxiway (Taxiway B) in order to pursue development along the western area of airport property.

The permanent runway construction has been broken into two bid packages. They are as follows:

Permanent Runway 17-35 – Bid Package 3 – Site Preparation and NAVAIDS (Bid Package 3)

Permanent Runway 17-35 – Bid Package 4 – Paving and Lighting (Bid Package 4)

The Permanent Runway 17-35 – Bid Package 3 - Site Preparation and NAVAIDS has a scope that includes demolition, excavation and embankment construction, grading, drainage, grass and concrete lined ditches, perimeter road relocation and construction, security fencing, re-vegetation (seeding and mulching), erosion and sediment control, stormwater detention, retaining wall and NAVAIDS.

For additional information on the project, reference the Project Definition Document for Airfield Re-Development Program completed by RS&H dated May, 2013

102. SCOPE OF WORK

Clearing and Grubbing,	Excavation and embankment construction,
Grading,	Drainage,
Grass and concrete lined ditches,	Retaining wall,
Perimeter road construction,	Security fencing,
Erosion and sediment control,	Stormwater detention,
Re-vegetation (seeding and mulching)	NAVAID Demolition
Pavement Demolition	NAVAIDS
Airfield Electrical Demolition	

The limits of the project area are identified in Appendix A.

SECTION 2 – CONSTRUCTION SAFETY AND PHASING PLAN

201. OVERVIEW

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's Construction Safety and Phasing Plan (CSPP) and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide all information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

202. ASSUME RESPONSIBILITY

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

203. SUBMIT THE CSPP

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 x 11 in or 11 x 17 in format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

- A. Submit an Outline/Draft.** By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.
- B. Submit a Construction Safety and Phasing Plan (CSPP).** The CSPP should be formally submitted for FAA approval when the project design is 80% to 90% complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.
- C. Submit a Safety Plan Compliance Document (SPCD).** The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

- D. Submit CSPP Revisions.** All revisions to the CSPP or SPCD should be submitted to the FAA for approval as soon as required changes are identified.

204. MEET CSPP REQUIREMENTS

- A.** To the extent possible, the CSPP should address the items outlined in Section 204 “Meet CSPP Requirements” of the FAA AC 150/5370-2 “Operational Safety on Airports During Construction” (Latest Edition).
- B.** The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, “I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:”). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, “No supplemental information,” should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP

205. COORDINATION

Airport operators, or tenants conducting construction on their leased properties, should use predesign, pre-bid, and preconstruction conferences to introduce the subject of airport operational safety during construction (see AC 150/5300-9). The following should be coordinated as required:

A. PRE-DESIGN CONFERENCE/DESIGN REVIEW MEETINGS

A pre-design conference, in addition to design coordination and review meetings, has been held at AVL. In attendance were representatives from Greater Asheville Regional Airport Authority (GARAA), AVL, FAA, RS&H, Michael Baker Engineering, Inc., and AVCON, Inc. (AVCON). These meetings were used to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, environmental considerations, and any other requirements pertinent to the project. This pre-design conference and design review meeting were essential in identifying and outlining potential effects and/or conflicts to airport operations during construction.

B. PRE-BID CONFERENCE

AVL, RS&H and AVCON will conduct a pre-bid conference to help clarify and explain construction methods, construction schedule, procedures, and safety measures required by the contract. The meeting will be held prior to the bid opening date. This meeting is intended

to review the project requirements, bid procedures, answer contractor questions and conduct a site visit if needed. The typical agenda items include the following:

- a. Scope of Work
- b. Phasing Requirements
- c. Safety Requirements (CSPP and SPCD)
- d. Construction Duration and Liquidated Damages
- e. Construction Means and Methods
- f. DBE Goals and Requirements
- g. Insurance and Contract Requirements

The Pre-bid Conference will cover relevant information concerning the contractor's requirements to conform to the CSPP and for developing and submitting an SPCD for review and approval. This will include both general and specific elements required in the SPCD. In addition, information on how the contractor shall format the document to illustrate their plans for compliance with those provisions detailed out within this CSPP will also be provided.

Any changes or modifications recommended during the conference will be included in an addendum to the bid documents. A copy will be furnished to each prospective bidder. Copies of the proceedings, containing all items discussed, including responses to questions, will be made available to each of the participants, upon request.

C. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at AVL after the award of the contract but prior to issuance of the Notice to Proceed (NTP). The meeting will be held by AVL, RS&H and AVCON and shall be used to discuss construction schedule, operational safety, testing, quality control, quality acceptance, security, safety, labor requirements, environmental factors, and other issues. This meeting, among all parties affected by the construction, should assist in a better understanding of potential problems and possible solutions for the course of the performance of this contract. At a minimum, required attendees will include GARAA, AVL, FAA, Airport Tenants (airlines), Program Manager, Project Manager, testing laboratory representative, prime contractor, project foreman, as well as the project foreman for each subcontractor employed by the prime contractor.

Airport Staff and/or Program Manager will prepare an agenda prior to the pre-construction conference. This will include but is not limited to:

- a. Scope of the Project
- b. Relationship between the Airport Owner Representative (AOR) and the Contractor.
- c. Contractors Security and Safety Officer (CSSO)
- d. Relationship between the FAA and the Airport.

- e. Identification of the contractor's superintendent and a discussion of his/her authority and responsibilities.
- f. Work required prior to NTP dates.
- g. NTP Date.
- h. Security Requirements.
- i. CSPP and SPCD.
- j. Schedule of work and the need to perform specific work at various time during the project; milestones.
- k. Runway Closures
- l. Marking and Lighting Requirements

D. CONTRACTOR PROGRESS MEETINGS

During construction, weekly or biweekly construction meetings shall be held to discuss work progress and to address current or potential security and safety concerns. These meetings may be adjusted as necessary for specific work items. Operational safety and security shall be a standing agenda item for discussion during these weekly/daily construction progress meetings.

The attendees for the construction meetings should be AVL, RS&H, AVCON, the contractor, contractors superintendent, subcontractors (as needed), materials testing representative, and any impacted tenants (if any).

The Airport and/or Program Manager will prepare an agenda prior to the each construction meeting and the agenda will include but may not be limited to:

- a. Schedules (Work to Date and 2-4 Week Look Ahead)
- b. Safety and Security
- c. Submittals
- d. RFI's
- e. Change Orders
- f. Pay Requests

E. SCOPE OR SCHEDULE CHANGES

Any changes in the scope or duration of the project may necessitate revisions to the CSPP and review and approval by AVL and the FAA. The Contractor shall revise all applicable sections of the CSPP via the SPCD. All revisions shall be submitted to AVL and FAA for review and approval.

F. FAA ATO/ATCT COORDINATION

Coordination with FAA ATO has been made throughout the design to schedule airway

facility shutdowns and restarts. Night runway closures and the removal of Runway 35 Glide Slope will require additional coordination and communication with the FAA ATO/ACTC as construction proceeds.

206. PHASING

The sequence of construction and phasing for this project was developed to minimize the operational impact to the airport while maintaining safety and security and will be coordinated with the local airport personnel and airport users. The sequenced construction phases established in this CSPP have been incorporated into the project design and are reflected in the contract drawings and specifications.

- A. Phase Elements.** The sequence of construction for this project has been phased in order to maintain aircraft operations at an acceptable level of efficiency at the airport for the duration of this contract and to accommodate an adjacent airport project's completion. General elements of this sequencing and phasing are as follows:
- a. Duration of closures** - The schedule for closure of the runway/taxiway and connectors is defined within the phasing notes and plans
 - b. Taxi routes** – Taxi routes for aircraft will be crossed during this project. Taxiway crossing shall be established with protocols established by the airport for implementation by the contractor.
 - c. ARFF access routes** - Emergency ARFF access in and around the construction site will be maintained by the contractor, as required, for the duration of this project. Construction contractors must prominently mark open trenches and excavations within the construction site, with approval from Airport Operations and Engineering, and light them with red lights during hours of restricted visibility or darkness.
 - d. Construction staging areas** - Reference Appendix A, Exhibit G-04, and Exhibit SP-05 for staging area locations and general safety and security notes concerning use of the staging areas. Construction staging areas and contractor employee parking areas are to remain outside of all Object Free and Safety Areas for all active airfield surfaces.
 - e. Construction access and haul routes** - Reference Appendix A. Applicable control along contractor haul routes for both safety and security must be maintained at all times. This is critically important at those locations that require the contractor to cross or move through active airfield surfaces. Reference Section 209b Vehicle and Pedestrian Operations, Section 219 Marking and Signs for Access Routes, and

Section 221 Protection of Runway and Taxiway Safety Areas of this document for additional information.

- f. **Impacts to NAVAIDs** – As part of this project, no NAVAID facilities for Runway 17-35 will be impacted.
- g. **Lighting and marking changes** – Lighting and marking changes for the runway or taxiways are not required as part of this project.
- h. **Available runway length** – The available runway length shall not change as part of this project.
- i. **Declared distances (if applicable)** – No declared distances are required for this project.
- j. **Required hazard marking and lighting** - Low profile barricades, closed runway markings, signs, lighting and/or safety flag details and usage requirements are provided in the attached exhibits, reference Appendix A, Exhibit G-04, and Exhibit SP-05. In addition, reference Section 219 Marking and Signs for Access Routes, Section 220 Hazard Marking and Lighting, and Section 221 Protection of Runway and Taxiway Safety Areas of this document for additional information.
- k. **Lead times for required notifications** - The contractor is required to coordinate this with Airport Operations. Lead times for required notifications shall be established at the pre-construction meeting or as noted on the plans, minimum shall be 48 hours.

General Phasing Requirements

1. Contractor shall make himself proficient in the phasing of this project including the scopes of work for each phase, sequence of phasing, phase timing, and needs and requirements for day and night work for each phase. Contractor shall make himself aware of sediment and erosion control requirements for the project as they pertain to each phase of the project. The Contractor shall complete the construction phasing in the order as outlined in the plans. Any requested deviations from the outlined sequence of phasing must be submitted, in writing, to the AOR. Any deviations to the construction phasing sequence is at the sole discretion of the owner and shall be done at no additional cost to the owner. The airport reserves the right to change the sequence of construction, during any phase of construction, for airport operational purposes, at no cost to the owner.
2. Phasing and completion of similar work across multiple phases are the responsibility of the Contractor and shall be considered incidental to the project. This includes, but is not limited to, grading, drainage, sediment and erosion control, seeding, and mulching. Phasing of work shall be in accordance with the plans and specifications.
3. Access to the site is as shown on the plans. All gates to the site shall be locked at all times or shall have Contractor personnel stationed at each gate as a gate guard. Any

use of the airport's perimeter road that causes damage to the road shall be repaired by the Contractor at no cost to the owner.

4. This project will require runway closures to complete the project. The Contractor, personnel, and equipment shall stay clear of Runway 17-35 and Runway 17-35 Runway Safety Areas at all times unless runway is closed for construction. Runway 17-35 shall be kept clean of FOD and debris at all times. Prior to reopening the runway, the runway will be subject to a Foreign Object Debris (FOD) check by the owner and/or AOR and the runway shall be swept and cleaned of all debris and/or FOD by the Contractor as directed by the owner and/or AOR. Any delay in opening the runway, due to construction or FOD is subject to liquidated damages.
5. The Contractor shall make all provisions necessary to have all areas open to traffic and available for use by the airport or as required by the airport. Work by the Contractor shall not impact owner operations beyond impacts presented in the plans and specifications.
6. The Contractor shall maintain positive drainage throughout the project between phases.
7. Use of the existing airport perimeter road shall be limited to deliveries only or as allowed by the owner or AOR. Any damage caused by the Contractor to the perimeter road shall be repaired immediately at no cost to the owner.
8. Contractor shall coordinate work with applicable agencies such as NCDOT, Buncombe County, and NCDEQ. All coordination with agencies shall be incidental to the project.
9. The Contractor shall make all provisions for working in the different phases of the project, including but not limited to, tying in between phases, maintaining positive drainage, drainage installation, sediment and erosion control, temporary slopes, and benching.
10. The Contractor shall have two hundred and ten (210) consecutive calendar days to complete the project. Runway 17-35 will be allowed to close between the hours of 12:00 am and 5:30 am. The owner reserves the right to change the opening and closure times of the runway.
11. No work of any kind may be performed on any active FAA facilities, FAA cables, FAA manholes, or owner communication manholes during the time periods from November 15, 2016 through November 26, 2016 and from December 16, 2016 through January 02, 2017.
12. Areas within limits of disturbance not shown within a specific phase shall be completed as required by the needs of the project. Erosion and sediment control shall be maintained throughout the project.
13. The Contractor shall install the staging and storage area and install their construction trailer at the location shown on the plans prior to starting work. The Contractor shall maintain the staging and storage area throughout the duration of the project. The Contractor shall coordinate the maintenance of the staging and storage area with the AOR. At the end of the project, the staging and storage area shall be restored to original condition and remain unless directed by the AOR.

14. Contractor shall use airport supplied barricades to close areas of the airfield as directed by the AOR. These barricades shall remain on site at all times. The Contractor shall place barricades as directed by the owner and AOR. The barricades shall remain the property of the owner at the end of the project. Any damage to the barricades at the time the owner takes ownership, shall be repaired or replaced entirely. The cost for using and placement of the barricades during the project shall be incidental to the project.
15. Contractor to refer to Volume No.1 contract and bid documents "FAA General Provisions Section 80 - Prosecution and Progress" for more information on milestone dates and liquidated damages.
16. Contractor shall have cable and pipe probe/locator on hand while working around existing and active cables during construction.
17. Contractor shall remove all equipment and vehicles from infield phases while no construction is being performed.

PHASE 3A – South East Grading

Phase 3A shall consist of work in the south east side of the project, with access to project areas in Phase 3A as shown on SP-06 in the plans. The work shall consist of grading, drainage, sediment and erosion control, landscaping, and matting. The Contractor shall be responsible for maintaining access through Phase 3A throughout the duration of the project. Work done inside of the Taxiway Object Free Area shall require Taxiway A closing. The Contractor shall coordinate all taxiway closures and times with the AOR and implement all required closure procedures. Work outside of the Taxiway Object Free Areas shall be Subphase 3A1 and work inside the Taxiway Object Free Area, night work only, shall be Subphase 3A2. The Contractor can also work in Subphase 3A1 while working in Subphase 3A2. Contractor shall remain clear of Temporary Runway 17-35 at all times. Work cannot occur in the Taxiway Object Free Area while taxiway is open.

See Appendix A for work limits during this phase.

PHASE 3B – South Runway Safety Area Grading

Phase 3B shall consist of work in the south side of the project, with access to project areas in Phase 3B as shown on SP-07 in the plans. The work shall consist of demolition (pavement and electrical), grading, drainage, fence removal and installation, sediment and erosion control, seeding, mulching, and localizer and MALSR demolition and construction. The Contractor shall be responsible for maintaining access through Phase 3B throughout the duration of the project. Phase 3B requires work within the Temporary Runway 17-35 Safety Area and Taxiway Object Free Area. The Contractor shall coordinate all runway and taxiway closures and times with the AOR and implement all required closure procedures. Work outside the Temporary Runway 17-35 Safety Area and Taxiway Object Free Areas shall be Subphase 3B1 and work inside the Temporary Runway 17-35 Safety Area and Taxiway Object Free Areas, night work only, shall be Subphase 3B2. Work adjacent to taxiways, while

the taxiways are closed shall be Subphase 3B3. The Contractor can also work in Subphase 3B1 while working in Subphase 3B2 and 3B3. The Contractor shall remain clear of Temporary Runway 17-35 at all times and Taxiway A, and Taxiway B1 while they are open and active while working within Phase 3B. Work cannot occur in the Taxiway Object Free Area while taxiway is open.

See Appendix A for work limits during this phase.

PHASE 3C – Midfield Grading STA 74+50 to STA 93+75

Phase 3C shall consist of work in the midfield area of the project between Station 74+50 and Station 93+75 with access to project areas in Phase 3C as shown on SP-08 in the plans. The work shall consist of demolition (pavement and electrical), grading, drainage, sediment and erosion control, seeding, and mulching. The Contractor shall be responsible for maintaining access through Phase 3C throughout the duration of the project. Phase 3C requires some work adjacent to active taxiways, when the taxiway is closed. The Contractor shall coordinate all taxiway closures and times with the AOR and implement all required closure procedures. Work outside of the Temporary Runway 17-35 Safety Area and Taxiway Object Free Areas shall be Subphase 3C1 and work inside the Taxiway Safety Areas shall be Subphase 3C2. The Contractor can also work in Subphase 3C1 while working in Subphase 3C2. The Contractor shall remain clear of Temporary Runway 17-35 at all times and Taxiway A, Taxiway P, Taxiway B2, and Taxiway B1 while they are open and active while working within Phase 3C. Work cannot occur in the Taxiway Object Free Area while taxiway is open.

See Appendix A for work limits during this phase.

PHASE 3D – Midfield Grading STA 41+00 to STA 77+00

Phase 3D shall consist of work in the midfield area of the project between Station 41+00 and Station 77+00 with access to project areas in Phase 3D as shown on SP-09 in the plans. The work shall consist of demolition (pavement and electrical), grading, drainage, sediment and erosion control, seeding, and mulching. The Contractor shall be responsible for maintaining access through Phase 3D throughout the duration of the project. Phase 3D requires work within the Runway Safety Area and adjacent Taxiway Object Free Areas. The Contractor shall coordinate all runway and taxiway closures and times with the AOR and implement all required closure procedures. Work outside of the Temporary Runway 17-35 Safety Area and Taxiway Safety Areas shall be Subphase 3D1 and work inside the Temporary Runway 17-35 Safety Area, night work only, shall be Subphase 3D2. Work adjacent to taxiways, while the taxiways are closed shall be Subphase 3D3. The Contractor can also work in Subphase 3D1 while working in Subphase 3D2 and 3D3. The Contractor shall remain clear of Temporary Runway 17-35 at all times and Taxiway A, Taxiway P, Taxiway E, Taxiway B2, and Taxiway B4 while they are open and active while working within Phase 3D. Work cannot occur in the Taxiway Object Free Area while taxiway is open.

See Appendix A for work limits during this phase.

PHASE 3E – Midfield Grading STA 31+25 to STA 40+00

Phase 3E shall consist of work in the midfield area of the project between Station 31+25 and Station 40+00 with access to project areas in Phase 3E as shown on SP-10 in the plans. The

work shall consist of demolition (pavement and electrical), grading, drainage, sediment and erosion control, seeding, and mulching. The Contractor shall be responsible for maintaining access through Phase 3E throughout the duration of the project. Phase 3E requires some work adjacent to active taxiways, when the taxiway is closed. The Contractor shall coordinate all taxiway closures and times with the AOR and implement all required closure procedures. Work outside of the Temporary Runway 17-35 Safety Area and Taxiway Safety Areas shall be Subphase 3E1 and work inside the Taxiway Object Free Areas shall be Subphase 3E2. The Contractor can also work in Subphase 3E1 while working at night in Subphase 3E2. The Contractor shall remain clear of Temporary Runway 17-35 at all times and Taxiway A, Taxiway C, Taxiway E, Taxiway B4, and Taxiway B5 while they are open and active while working within Phase 3E. Work cannot occur in the Taxiway Object Free Area while taxiway is open.

See Appendix A for work limits during this phase.

PHASE 3F – North Runway Safety Area Grading

Phase 3F shall consist of work in the north side of the project, with access to project areas in Phase 3F as shown on SP-11 in the plans. The work shall consist of demolition (pavement and electrical), grading, drainage, sediment and erosion control, seeding, mulching, and localizer and MALSR demolition and construction. The Contractor shall be responsible for maintaining access through Phase 3F throughout the duration of the project. Phase 3F requires work within the Temporary Runway 17-35 Safety Area and Taxiway Object Free Area. The Contractor shall coordinate all runway and taxiway closures and times with the AOR and implement all required closure procedures. Work outside of the Temporary Runway 17-35 Safety Area and Taxiway Object Free Areas shall be Subphase 3F1 and work inside the Temporary Runway 17-35 Safety Area and Taxiway Object Free Areas, night work only, shall be Subphase 3F2. Work adjacent to taxiways, while the taxiways are closed shall be Subphase 3F3. The Contractor can also work in Subphase 3F1 while working in Subphase 3F2 and 3F3. The Contractor shall remain clear of Temporary Runway 17-35 at all times and Taxiways A, Taxiway C, and Taxiway B5 while they are open and active while working within Phase 3F. Work cannot occur in the Taxiway Object Free Area while taxiway is open.

See Appendix A for work limits during this phase.

PHASE 3G – Borrow Area

Phase 3G shall consist of work within the borrow area for the project. The work shall include grading, excavation, rock removal and crushing, sediment and erosion control, seeding, and mulching. All stock piled material shall be utilized to the greatest extent possible prior to excavation of onsite materials. The AOR shall direct the Contractor on the use of specific materials around the project site including the use of better materials under the footprint of the future runway.

See Appendix A for work limits during this phase.

PHASE 3H – Stream Mitigation and Stream Bank Restoration

Phase 3H shall consist of all work associated with the stream mitigation, drainage installation, and stream bank restoration. No work associated with this phase shall begin until authorized by the AOR. Prior to starting work, the Contractor shall submit a plan for the installation of associated drainage and stream bank restoration. Stream mitigation and drainage shall be Subphase 3H1 and stream bank restoration shall be Subphase 3H2.

See Appendix A for work limits during this phase.

- B. Construction Safety Drawings.** Graphical exhibits specifically indicating operational safety procedures and methods in areas affected by construction activities associated with this project have been provided with this CSPP and incorporated into the project drawing set. Reference Appendix A.

207. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

Runways, taxiways and other airfield surfaces shall remain in use by aircraft to the maximum extent possible without compromising safety. The performance of this contract will require the closures of Runway 17-35 on a scheduled and phased basis. These phase areas are graphically illustrated in the attached exhibits.

**TABLE 1 – OPERATION EFFECTS
 BID PACKAGE 3
 SITE PREPARATION AND NAVAIDS**

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3A – Subphase 3A1	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3A Subphase 3A1
Runway 17-35	Up to ADG C-III	Open
Taxiway “A”	Up to TDG IV	Open
Taxiway “B1”	Up to TDG V	Open
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3A – Subphase 3A2	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3A Subphase 3A2
Runway 17-35	Up to ADG C-III	Closed
Taxiway “A”	Up to TDG IV	Closed*
Taxiway “B1”	Up to TDG V	Closed*
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Closed
Taxiway “C”	Up to TDG IV	Closed
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

*Taxiway “A” connector at 35 end to be closed. Main Taxiway “A” is to remain open.

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3B – Subphase 3B1	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3B Subphase 3B1
Runway 17-35	Up to ADG C-III	Open
Taxiway “A”	Up to TDG IV	Open
Taxiway “B1”	Up to TDG V	Open
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3B – Subphase 3B2	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3B Subphase 3B2
Runway 17-35	Up to ADG C-III	Closed
Taxiway “A”	Up to TDG IV	Open
Taxiway “B1”	Up to TDG V	Open
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

*Taxiway “A” connector at 35 end to be closed. Main Taxiway “A” is to remain open.

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3B – Subphase 3B3	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3B Subphase 3B3
Runway 17-35	Up to ADG C-III	Open
Taxiway “A”	Up to TDG IV	Closed
Taxiway “B1”	Up to TDG V	Closed
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3C – Subphase 3C1	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3C Subphase 3C1
Runway 17-35	Up to ADG C-III	Open
Taxiway “A”	Up to TDG IV	Closed
Taxiway “B1”	Up to TDG V	Closed
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3C – Subphase 3C2	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3C Subphase 3C2
Runway 17-35	Up to ADG C-III	Closed
Taxiway “A”	Up to TDG IV	Closed
Taxiway “B1”	Up to TDG V	Closed
Taxiway “B2”	Up to TDG V	Closed
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Closed

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3D – Subphase 3D1	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3D Subphase 3D1
Runway 17-35	Up to ADG C-III	Open
Taxiway “A”	Up to TDG IV	Open
Taxiway “B1”	Up to TDG V	Open
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3D – Subphase 3D2	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3D Subphase 3D2
Runway 17-35	Up to ADG C-III	Closed
Taxiway “A”	Up to TDG IV	Open
Taxiway “B1”	Up to TDG V	Open
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3D – Subphase 3D3	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3D Subphase 3D3
Runway 17-35	Up to ADG C-III	Open
Taxiway “A”	Up to TDG IV	Closed
Taxiway “B1”	Up to TDG V	Open
Taxiway “B2”	Up to TDG V	Closed
Taxiway “B4”	Up to TDG V	Closed
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Closed
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Closed

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3E – Subphase 3E1	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3E Subphase 3E1
Runway 17-35	Up to ADG C-III	Open
Taxiway “A”	Up to TDG IV	Open
Taxiway “B1”	Up to TDG V	Open
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Open
Taxiway “B5”	Up to TDG V	Open
Taxiway “C”	Up to TDG IV	Open
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Open
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3E – Subphase 3E2	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3E Subphase 3E2
Runway 17-35	Up to ADG C-III	Closed
Taxiway “A”	Up to TDG IV	Closed
Taxiway “B1”	Up to TDG V	Open
Taxiway “B2”	Up to TDG V	Open
Taxiway “B4”	Up to TDG V	Closed
Taxiway “B5”	Up to TDG V	Closed
Taxiway “C”	Up to TDG IV	Closed
Taxiway “D1”	Up to TDG II	Open
Taxiway “D2”	Up to TDG II	Open
Taxiway “E”	Up to TDG IV	Closed
Taxiway “F”	Up to TDG II	Open
Taxiway “G”	Up to TDG II	Open
Taxiway “H”	Up to TDG III	Open
Taxiway “K”	Up to TDG II	Open
Taxiway “L”	Up to TDG IV	Open
Taxiway “N”	Up to TDG IV	Open
Taxiway “P”	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3F - Subphase 3F1	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3F Subphase 3F1
Runway 17-35	Up to ADG C-III	Open
Taxiway "A"	Up to TDG IV	Open
Taxiway "B1"	Up to TDG V	Open
Taxiway "B2"	Up to TDG V	Open
Taxiway "B4"	Up to TDG V	Open
Taxiway "B5"	Up to TDG V	Open
Taxiway "C"	Up to TDG IV	Open
Taxiway "D1"	Up to TDG II	Open
Taxiway "D2"	Up to TDG II	Open
Taxiway "E"	Up to TDG IV	Open
Taxiway "F"	Up to TDG II	Open
Taxiway "G"	Up to TDG II	Open
Taxiway "H"	Up to TDG III	Open
Taxiway "K"	Up to TDG II	Open
Taxiway "L"	Up to TDG IV	Open
Taxiway "N"	Up to TDG IV	Open
Taxiway "P"	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3F - Subphase 3F2	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3F Subphase 3F2
Runway 17-35	Up to ADG C-III	Closed
Taxiway "A"	Up to TDG IV	Open
Taxiway "B1"	Up to TDG V	Open
Taxiway "B2"	Up to TDG V	Open
Taxiway "B4"	Up to TDG V	Open
Taxiway "B5"	Up to TDG V	Open
Taxiway "C"	Up to TDG IV	Open
Taxiway "D1"	Up to TDG II	Open
Taxiway "D2"	Up to TDG II	Open
Taxiway "E"	Up to TDG IV	Open
Taxiway "F"	Up to TDG II	Open
Taxiway "G"	Up to TDG II	Open
Taxiway "H"	Up to TDG III	Open
Taxiway "K"	Up to TDG II	Open
Taxiway "L"	Up to TDG IV	Open
Taxiway "N"	Up to TDG IV	Open
Taxiway "P"	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3F - Subphase 3F3	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3F Subphase 3F3
Runway 17-35	Up to ADG C-III	Open
Taxiway "A"	Up to TDG IV	Open
Taxiway "B1"	Up to TDG V	Open
Taxiway "B2"	Up to TDG V	Open
Taxiway "B4"	Up to TDG V	Open
Taxiway "B5"	Up to TDG V	Closed
Taxiway "C"	Up to TDG IV	Closed
Taxiway "D1"	Up to TDG II	Open
Taxiway "D2"	Up to TDG II	Open
Taxiway "E"	Up to TDG IV	Open
Taxiway "F"	Up to TDG II	Open
Taxiway "G"	Up to TDG II	Open
Taxiway "H"	Up to TDG III	Open
Taxiway "K"	Up to TDG II	Open
Taxiway "L"	Up to TDG IV	Open
Taxiway "N"	Up to TDG IV	Open
Taxiway "P"	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3G	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3G
Runway 17-35	Up to ADG C-III	Open
Taxiway "A"	Up to TDG IV	Open
Taxiway "B1"	Up to TDG V	Open
Taxiway "B2"	Up to TDG V	Open
Taxiway "B4"	Up to TDG V	Open
Taxiway "B5"	Up to TDG V	Open
Taxiway "C"	Up to TDG IV	Open
Taxiway "D1"	Up to TDG II	Open
Taxiway "D2"	Up to TDG II	Open
Taxiway "E"	Up to TDG IV	Open
Taxiway "F"	Up to TDG II	Open
Taxiway "G"	Up to TDG II	Open
Taxiway "H"	Up to TDG III	Open
Taxiway "K"	Up to TDG II	Open
Taxiway "L"	Up to TDG IV	Open
Taxiway "N"	Up to TDG IV	Open
Taxiway "P"	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3H - Subphase 3H1	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3H Subphase 3H1
Runway 17-35	Up to ADG C-III	Open
Taxiway "A"	Up to TDG IV	Open
Taxiway "B1"	Up to TDG V	Open
Taxiway "B2"	Up to TDG V	Open
Taxiway "B4"	Up to TDG V	Open
Taxiway "B5"	Up to TDG V	Open
Taxiway "C"	Up to TDG IV	Open
Taxiway "D1"	Up to TDG II	Open
Taxiway "D2"	Up to TDG II	Open
Taxiway "E"	Up to TDG IV	Open
Taxiway "F"	Up to TDG II	Open
Taxiway "G"	Up to TDG II	Open
Taxiway "H"	Up to TDG III	Open
Taxiway "K"	Up to TDG II	Open
Taxiway "L"	Up to TDG IV	Open
Taxiway "N"	Up to TDG IV	Open
Taxiway "P"	Up to TDG IV	Open

Project	Runway 17-35 Site Preparation and NAVAIDS	
Phase	Phase 3H - Subphase 3H2	
Scope of Work	Site Preparation and NAVAIDS	
Operational Requirements	Normal (Existing)	Phase 3H Subphase 3H2
Runway 17-35	Up to ADG C-III	Open
Taxiway "A"	Up to TDG IV	Open
Taxiway "B1"	Up to TDG V	Open
Taxiway "B2"	Up to TDG V	Open
Taxiway "B4"	Up to TDG V	Open
Taxiway "B5"	Up to TDG V	Open
Taxiway "C"	Up to TDG IV	Open
Taxiway "D1"	Up to TDG II	Open
Taxiway "D2"	Up to TDG II	Open
Taxiway "E"	Up to TDG IV	Open
Taxiway "F"	Up to TDG II	Open
Taxiway "G"	Up to TDG II	Open
Taxiway "H"	Up to TDG III	Open
Taxiway "K"	Up to TDG II	Open
Taxiway "L"	Up to TDG IV	Open
Taxiway "N"	Up to TDG IV	Open
Taxiway "P"	Up to TDG IV	Open

A. IDENTIFICATION OF AFFECTED AREAS

See Construction Safety Drawings and Phasing drawings in Appendix A for graphical identification of areas affected by construction operations. Of particular concern are the following:

- a. Closing, or partial closing, of runways, taxiways and aprons.
- b. Closing of Aircraft Rescue and Fire Fighting (ARFF) and Public Safety access routes: Access into, through, and/or around the project work area by ARFF and Public Safety vehicles may be reduced during construction.
- c. No utility impacts other than airfield electrical and drainage will be impacted by this project.
- d. Approach/departure surfaces affected by heights of objects: Contractor equipment used in the project and/or staging area may be a concern. A 7460 will be issued prior to construction.
- e. Construction areas: These areas include the project work area, storage/stockpile areas, staging areas, and contractor haul routes near active airfield surfaces. The project work area and contractor haul routes are not within active airfield surfaces. These areas are identified graphically in attached phasing exhibits.

B. MITIGATION OF EFFECTS

This CSPP has established specific procedures necessary to maintain the safety and efficiency of airport operations.

a. TEMPORARY CHANGES TO RUNWAY AND/OR TAXIWAY OPERATIONS

The affected runways and taxiways identified in the previous section for reduced access or identified as being closed entirely to aircraft traffic will be closed using lighted X's, barricaded by the use of low profile, lighted barricades placed as shown in the exhibits provided in Appendix A. In addition, required NOTAM's shall be issued on the various temporary changes to aircraft access through the affected areas.

b. DETOURS FOR ARFF AND OTHER AIRPORT VEHICLES

The project work site shall remain open to all ARFF and Public Safety vehicles in emergency situations. The Contractor is required to maintain access in and around the project work area for all ARFF and Public Safety Vehicles. Proper routing of this traffic will be effectively communicated to all supervisory personnel involved in the

construction project. Caution to be used while driving through work areas due to grade changes, excavation, open trenches, and any other on-site construction activities.

c. MAINTENANCE OF ESSENTIAL UTILITIES:

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground utilities. The contractor shall locate and/or arrange for the location of all the underground utilities. When an underground cable or utility is damaged due to the Contractor's negligence the Contractor shall immediately repair the affected cable or utility at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation. Locations of cabling and other underground utilities will be marked prior to beginning excavation.

d. TEMPORARY CHANGES TO AIR TRAFFIC CONTROL PROCEDURES:

Changes to air traffic control procedures must be coordinated with airport ATO.

208. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordination with the appropriate FAA ATO/Technical Operations office to evaluate the effects of construction activity and the required distances and direction from the NAVAID is required. Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDS require special consideration since they may interfere with lines of site and signals essential to air navigation.

The Contractor shall be working around existing NAVAIDS that should be protected at all time. The NAVAIDS that the Contractor shall protect throughout the project or until the NAVAIDS is removed shall be as follows:

Runway 35 Localizer - To be protected throughout the duration of the project. The limits of construction shall not impact the Runway 35 Localizer Critical Area.

Runway 35 Glide Slope - To be protected throughout the duration of the project. The limits of construction shall not impact the Runway 35 Glide Slope Critical Area.

Runway 17 PAPI - To be protected throughout the duration of the project. The limits of construction shall not impact the Runway 17 PAPI.

Runway 35 PAPI - To be protected throughout the duration of the project. The limits of construction shall not impact the Runway 35 PAPI.

209. CONTRACTOR ACCESS

All construction personnel shall be regularly reminded that within the AOA, an aircraft always has “Right of Way”. The Contractor personnel shall familiarize themselves with the access routes. Project haul routes and storage and staging areas are shown in Appendix A, G-04.

A. LOCATION OF STOCKPILED CONSTRUCTION MATERIALS

Stockpiled materials and equipment storage are not permitted within the RSA, ROFZ and ROFA of an operational runway or within the TSA and TOFA of an operational taxiway. Stockpiled material shall be constrained in a manner to prevent movement resulting from either aircraft jet blast or wind conditions in excess of ten miles per hour. In addition, stockpiled material shall have silt fence located around the material to prevent FOD from moving onto the airfield pavements or polluting watercourses. Stockpiled materials shall be located within the staging and storage area or as approved by the AOR.

Open trenches or stockpiled material are not permitted within the limits of safety areas of operational runways or taxiways. Stockpiled material shall not be permitted within the protected areas of the runways, or allowed to penetrate into any of the protected airspace.

In addition, all demolished pavement materials and unclassified excavation materials shall be removed and legally disposed of off airport property and not stockpiled on airport property.

Reference Section 211 Foreign Object Debris (FOD) management and Section 221 Protection of Runway and Taxiway Safety Areas for additional information regarding stockpile management.

B. VEHICLE AND PEDESTRIAN OPERATIONS

Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The Contractor should coordinate requirements for vehicle operations with airport operations.

- a. **Construction site parking.** Contractor employees shall park in an areas designated and approved by the AOR and AVL. The parking areas should provide reasonable contractor employees access to the site. Only authorized vehicles will be permitted in the secure area. Contractor employee parking shall be in the contractor staging and storage area or as approved by the AOR.

- b. Construction equipment parking.** Contractor employees must park and service all construction vehicles in an area designated by the AOR or AVL outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 213.e(1) further information.
- c. Access and haul roads.** The project haul route is shown in Appendix A, G-04. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF and Public Safety routes that ARFF and Public Safety right of way is not impeded at any time, and that construction traffic on haul roads does not interfere with NAVAIDs or approach surfaces of operational runways.
- d. Marking and lighting of vehicles** in accordance with AC 150/5210-5, "Painting, Marking, and Lighting of Vehicles Used on an Airport" (Latest Edition). All contractor vehicles, including hauling vehicles, that are authorized to operate on the airport within the designated limits of construction or haul routes as defined herein, shall display in full view above the vehicle a 3'x3' or larger orange and white checkerboard flag, each checkerboard color being 1' square. When operating during periods of darkness or limited visibility, contractor vehicles shall be equipped with rotating or flashing amber lights. During such periods, hauling vehicles not so equipped shall be escorted by a vehicle so equipped.
- e. Description of proper vehicle operations.** Contractor employees shall take training classes to properly prepare themselves to drive in authorized areas, under normal, lost communications, and emergency conditions.
- f. Required escorts.** Vehicles that are not authorized to drive in secure airport areas on their own shall be properly escorted per AVL requirements.
- g. Training requirements for vehicle drivers.** Specific training should be provided to those vehicle operators providing escorts to ensure compliance with the airport operator's vehicle rules and regulations. Specific training should be provided to those

vehicle operators providing escorts. See AC 150/5210-20, Ground Vehicle Operations on Airports, for information on training and records maintenance requirements. AVL shall provide required training for vehicle drivers. No additional payment shall be made to the contractor for the training time.

- h. Situational awareness.** Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

- i. Two-way radio communication procedures.**
 - a. General.** The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:
 - (i) Airport operations
 - (ii) ATCT
 - (iii) Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
 - (iv) Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and “shortened” runways on the ATIS frequency.

The airport will require all contractor personnel who will handle communications with the ATCT and airport operations to undergo training and testing procedures to ensure the personnel is knowledgeable and capable to perform the required tasks. The airport reserves the right to reject or remove any contractor personnel for any reason.

- b.** Areas requiring two-way radio communication with the ATCT. Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

- c.** Frequencies to be used. The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of

aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. AVL is controlled by an ATCT between the hours of 6:30 am and 11:00 pm.

- d. The Contractor must be trained in proper radio usage, including read back requirements.
- e. The Contractor must be trained in proper phraseology, including the International Phonetic Alphabet.
- f. The Contractor shall be responsible for acquiring and maintaining a minimum of four radios onsite at all times. The Contractor shall be responsible for all cost associated with the radios and their maintenance.
- g. Airport Communications

CTAF: 121.1
UNICOM: 122.95
ATIS: 120.2
WX ASOS: PHONE 828-681-0131
ASHEVILLE GROUND: 121.9 [0630-2300]
ASHEVILLE TOWER: 121.1 257.8 [0630-2300]
ASHEVILLE APPROACH: 124.65(160-339) 125.8(340-159) 269.575(340-159)
351.8(160-339) [0630-2300]
ASHEVILLE DEPARTURE: 124.65(160-339) 125.8(340-159) 269.575(340-159)
351.8(160-339) [0630-2300]
CLASS C: 125.8(340-159) 351.8(160-339)
CLASS C IC: 124.65(160-339) 269.575(340-159)
EMERG: 121.5 243.0

The contractor shall monitor the CTAF and Asheville Ground frequencies as required by AVL and the AOR. All communication to the ATCT for the project shall be done so by AVL or AOR. The contractor shall have no direct radio communication to the ATCT unless approved by AVL or AOR or in emergencies situations.

j. Maintenance of the secured area of the airport, including:

- a. **Fencing and gates.** Contractors must maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. The Department of

Transportation (DOT) document DOT/FAA/AR-00/52, Recommended Security Guidelines for Airport Planning and Construction, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

- b. **Badging requirements.** Contractor shall comply with badging requirements of AVL as included in the contract documents.
- c. AVL is subject to 49 CFR Part 1542, Airport Security, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

210. WILDLIFE MANAGEMENT

Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports.

Trash. Food scraps from construction personnel activity must be collected.

- A. **Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period, excluding basins.
- B. **Tall grass and seeds.** The use of millet seed in turfing and seeding operations shall not be permitted.
- C. **Poorly maintained fencing and gates.** Contractor shall immediately notify AVL or AOR of breaches in fence or gates that may allow wildlife to enter the airport operations area
- D. **Disruption of existing wildlife habitat.** Contractor shall immediately notify AVL or AOR of wildlife sightings.

211. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Special care and measures shall be taken to prevent Foreign Object Debris / Damage (FOD) when working in an airport environment. The Contractor shall be held responsible for implementing an approved FOD Management Plan as a part of the SPCD. The FOD Management Plan will have procedures for prevention, regular cleanup, and containment of construction material and debris. The Contractor will ensure all vehicles related to the construction project using paved surfaces in the AOA shall be free of any debris that could create a FOD hazard. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons,

and runways must remain clean. Waste containers with attached lids shall be required on construction sites.

Contractors will provide their own equipment for vehicle and equipment washing and clean up. Immediate access to a power sweeper is required when construction or hauling occurs on or near any pavement area inside the AOA, unless an appropriate alternative has been approved by the AOR and Airport Operations Manager. The contractor shall also maintain paved areas outside the AOA that are affected by the construction and hauling, including airport roads and NCDOT roads.

212. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. To that end, the contractor is required to develop and implement spill prevention and response procedures for vehicle operations. The contractor shall incorporate these procedures into the SPCD.

213. NOTIFICATION OF CONSTRUCTION ACTIVITIES

Following is information and procedures for immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport.

A. Points of contact/list of responsible representatives.

Information, Compliance, and Assistance; Airport Operations:..... 828-209-5100
Asheville Regional Airport Staff, Mike Reisman:..... 828-684-2226

B. Notices to Airmen (NOTAM)

Only AVL may initiate or cancel NOTAMS on airport conditions, and is the only entity that can close or open a runway or taxiway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMS about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMS on shutdown or irregular operation of FAA owned facilities.

C. Emergency notification procedures

In the event of an emergency, the contractor shall be required to contact emergency services by calling:

Department of Public Safety:	828-684-4577 (Non-Emergency) 828-687-3554 (Emergency) 911 (Emergency)
Carolinas Poison Center:	800-222-1222

In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport that may affect aircraft operations, the Contractor's personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the various parties involved with the project shall be identified and shared at the pre-construction meeting among the various parties, reference Section 205 Pre-construction Conference. Specific emergency notification procedures shall be incorporated into the contractor's SPCD.

D. Coordination with ARFF Personnel

The contractor shall coordinate, through the duly appointed airport representative, with ARFF personnel, mutual aid providers, and other emergency services if construction requires the following:

- The deactivation and subsequent reactivation of water lines or fire hydrants, or
- The re-routing, blocking and restoration of emergency access routes, or
- The use of hazardous materials on the airfield.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction.

E. Notification to the FAA.

1. **Part 77.** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. Cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the appropriated FAA Airports Regional or District Office.

2. **Part 157.** With some exceptions, Title 14CFR Part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Airports Regional or District Office. It is not anticipated that Part 157 notifications will be required for this project.
3. **NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDS, the contractor shall contact AVL or AOR immediately. The contractor may also contact the local FAA Facilities Office at contact: 1-828-684-7333.
 - a. Airport owned/FAA maintained. Not Applicable to this project.
 - b. FAA owned.
 - (i) General. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDS. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the airport operator.)
 - (ii) Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDS. In addition, provide seven days' notice to schedule the actual shutdown.

214. INSPECTION REQUIREMENTS:

- A. **Daily (or more frequent) inspections.** Inspections shall be conducted by the contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. A sample checklist is provided in Appendix 4 of the FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition). In addition to contractor's required inspections, airport operations will inspect the construction site once per day to ensure compliance with the CSPP and the SPCD. AVL will have full-time inspectors monitoring activity throughout construction.

Prior to opening any area, phase, or closed runway/taxiway, the AOR will arrange for an inspection by AVL or the AOR. The Contractor shall immediately remedy any deficiencies,

whether caused by negligence, oversight, or project scope change.

- B. Final inspections.** A final inspection with the AOR and AVL will take place prior to allowing airport operations to resume in the area.

215. UNDERGROUND UTILITIES

The Contractor must include in the SPCD procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that “One Call” services do not include FAA ATO/Technical Operations.

A list of Utility Contact information is below:

<u>Utility</u>	<u>Contact</u>
Duke Energy.....	800-452-2777
PSNC.....	877-776-2427
Buncombe County Metropolitan Sewerage District.....	828-525-0061
AT&T.....	800-288-2020
City of Asheville.....	828-251-1122

216. PENALTIES

Failure on the part of the contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the airport. The Airport may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be required to surrender their Airport ID badges and/or be prohibited from working at the airport, pending an investigation of the matter.

Penalties for violations related to airport safety and security procedures will be established and issued by the Airport. Penalties includes monetary penalties of up to \$500 per occurrence or as deemed appropriate by AVL and/or loss of site access to the contractor, subcontractor or specific employees of both for a duration of time determined by AVL.

Note: project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

217. SPECIAL CONDITIONS

During periods of severe weather conditions or other special operational emergencies, the AOR or AVL may direct the Contractor to relinquish areas under construction and to prepare the areas for the severe weather or aircraft operations. During periods of the project when Runway 17-35 is closed,

the Contractor shall make the runway available during emergency situation as directed by the AOR and AVL. Other special operational emergencies may include low-visibility operations, aircraft accident, security breach, Vehicle/Pedestrian Deviation and other activities requiring construction suspension/resumption.

In any event, the AOR or AVL will direct the Contractor to evacuate the area. The AOR will specify the limits of the area to be evacuated, the terms of the evacuation, and the conditions governing the restoration work necessary to prepare the area of aircraft operations. The Contractor shall promptly and fully comply with the AORs directive. Should the directive entail extra work under the contract, as determined by the AOR, the Contractor will be reimbursed for such extra work in accordance with the contract documents. Should the directive entail a delay in the completion of the contract or any defined area of the contract, as determined by the AOR, the Contractor may be granted an extension of contract time in accordance with the contract documents.

218. RUNWAY AND TAXIWAY VISUAL AIDS:

The Contractor shall ensure that airfield marking, lighting, signs, and visual aids, that aircraft rely on and where aircraft are operating are protected and clearly and visibly separated from construction areas. Throughout the duration of the construction project, the contractor shall inspect and verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs and visual aids remain in place and operational.

- A. General.** Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.
- B. Markings.** Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers.
 - 1. Temporarily Closed Runways.** The Contractor shall use a lighted X (Runway Closure Marker), both at night and during the day, placed at each end of the runway facing the approach and on or near the runway designation numbers. The use of lighted X's is required at all times during this project when Runway 17-35 is closed. The Contractor shall coordinate runway closures with the AOR or AVL.
 - 2.** The runway closure markers shall be supplied by AVL, however, the contractor shall take ownership of the runway closure marker at the beginning of the project. The contractor shall store, maintain, place, remove, and operate the runway closure markers throughout the project. The runway closure markers shall be returned to AVL, undamaged, at the end of the project or when runway closures are no longer

needed for the project. Any damage to the runway closure markers shall be repaired by the contractor, at no cost to AVL. Any damage to the runway closure markers that is unrepairable shall require the contractor to replace the runway closure markers accordingly at no cost to the airport.

- C. **Lighting and visual aids.** No runway or taxiway lights shall be impacted by this project.
- D. **Signs.** Airfield signage shall be impacted by this project as indicated on the plan sheets.

219. MARKING AND SIGNS FOR ACCESS ROUTES

Location of haul routes on the airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix A. It shall be the contractor's responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications. Signs adjacent to areas used by aircraft must meet the airfield general frangibility requirements as required by the airport and subsequent approval by the Owner. Meeting airfield frangibility requirements may require modification to size and height guidance in the MUTCD.

220. HAZARD MARKING AND LIGHTING:

- A. **Purpose:** Hazard marking and lighting prevents pilots from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the contractor for the duration of construction operations.
- B. **Equipment:** Equipment shall be identified in accordance with AC 150/5210-5D "Painting, Marking & Lighting of Vehicles used on Airports".

221. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations. Reference Section 213 Notification of construction activities and Section 218 Runway and Taxiway Visual Aids for Taxiway closure requirements. Reference Section 16 Hazard Marking and Lighting for hazard marking. Reference Section 222 Other Limitations on Construction for height restrictions (as required).

- A. Runway Safety Area (RSA):** A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway by aircraft.

Runway	RSA Distance from Centerline (ft) RSA / Holdline	RSA Width (ft)	RSA Length from End of Runway (ft)
Runway 17-35	250 / 250	500	1,000

1. No construction may occur within the existing RSA while the runway is open. Any construction between RSA and Holdline must be approved with Airport Operations prior to starting work.
2. The airport operator must coordinate any adjustment of RSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
3. Open trenches or excavations are not permitted within the RSA while the runway is open. The contractor must backfill trenches before the runway is opened. Coverings are not allowed in runway safety areas.
4. After Runway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.
5. Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

- B. Runway Object Free Area (ROFA):** Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

Runway	ROFA Distance from Centerline (ft)	ROFA Width (ft)	ROFA Length from End of Runway (ft)
Runway 17-35	400	800	1,000

- C. Taxiway Safety Area (TSA):** The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations.

Taxiway	TSA Distance from Centerline (ft)	TSA Width (ft)
All Taxiways / Taxilanes	59.0	118

1. Open trenches or excavations are not permitted within the TSA while the taxiway is open. The contractor must backfill trenches before the taxiway is opened. Coverings are not allowed in taxiway safety areas.
2. After Taxiway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.
3. Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

- D. Taxiway and Taxilane Object Free Area (TOFA):** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus the restrictions are more stringent. No construction may occur within the TOFA while the taxiway is open for aircraft operations.

Taxiway	TOFA Distance from Centerline (ft)	TOFA Width (ft)
All Taxiways	93.0	186

Taxilane	TLOFA Distance from Centerline (ft)	TLOFA Width (ft)
All Taxilanes	81.0	162

- E. Obstacle Free Zone (OFZ):** Construction personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. The OFZ is a defined volume of airspace centered about and above the runway centerline.

- F. Runway approach/departure surfaces:** All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

222. OTHER LIMITATIONS ON CONSTRUCTION

- A. Prohibitions:** The following prohibitions are in effect for the duration of this project:

1. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment or as approved by the AOR.
2. No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
3. Blasting, as needed, may be required for this project. The contractor shall coordinate all blasting operations with AVL and the AOR prior to starting blasting operations. All blasting should follow, local, state and federal guidelines.
4. No use of flare pots within the AOA.

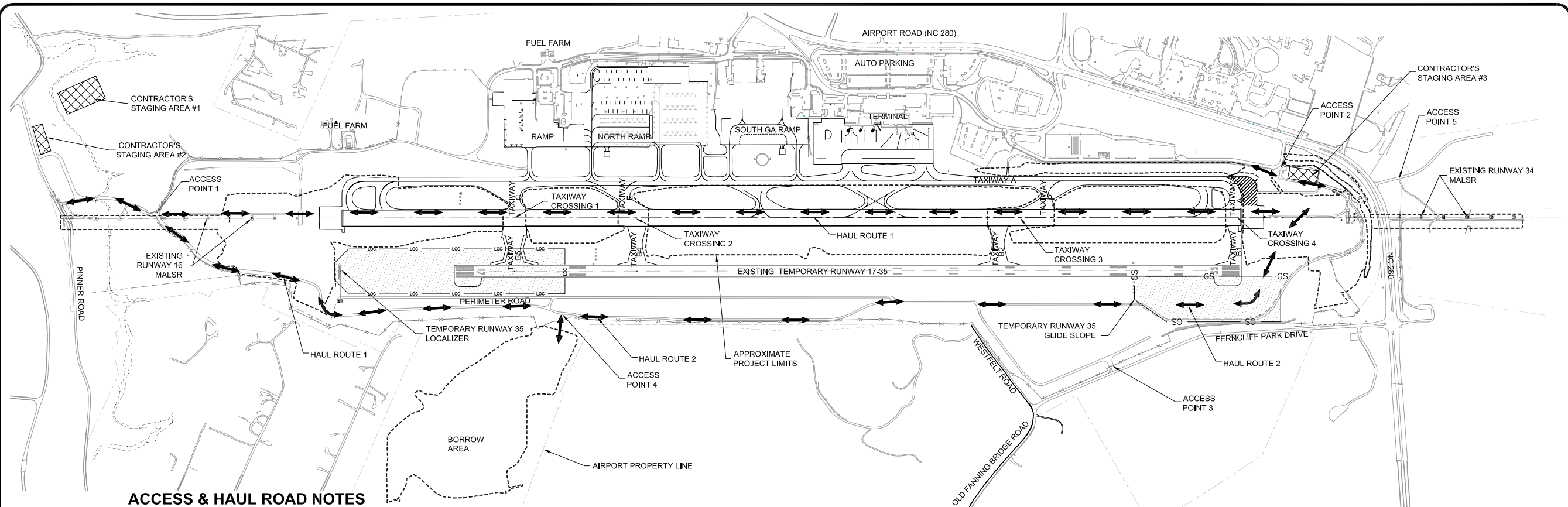
B. Restrictions

1. Construction suspension required during specific airport operations.
(See Section 217)
2. Areas that cannot be worked on simultaneously.
(See Section 206)
3. Day or night construction restrictions.
(See Section 206)
4. Seasonal construction restrictions.
(See Section 217)

APPENDIX A - PROJECT SPECIFIC EXHIBITS

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ACCESS & HAUL ROAD NOTES

- HAUL ROADS TO BE USED FOR THIS PROJECT SHALL BE THOSE INDICATED ON THE DRAWINGS OR OTHERWISE SPECIFICALLY AUTHORIZED BY THE AIRPORT OWNERS REPRESENTATIVE (AOR). IN GENERAL, THE CONTRACTOR SHALL CONFINE EQUIPMENT AND HAULING TO THE AREAS UNDER CONSTRUCTION. DEBRIS SHALL BE CLEANED FROM THE ROADWAYS OR AIRPORT PAVED SURFACES AS DIRECTED BY THE AOR. THE RUNWAY, TAXIWAYS AND APRON SHALL BE KEPT FREE OF DEBRIS AT ALL TIMES. OTHER PAVEMENTS SHALL BE CLEANED BY THE CONTRACTOR AS REQUIRED, USING POWER BROOMS TO KEEP ALL ACCESS AND CONSTRUCTION AREAS CLEAR OF SOILS, CLODS OR OTHER DEBRIS.
- THE ACCESS POINTS TO THE PROJECT SITE ARE SHOWN ON THE PLANS. THE OWNER RESERVES THE RIGHT TO CHANGE HAUL ROUTE AND ACCESS POINT AT ANY TIME. THE ACCESS POINTS ARE TO BE USED AS FOLLOWS:
 - ACCESS POINT 1: CONTRACTOR AND EMPLOYEES ARE TO USE ACCESS POINT 1 FOR PRIMARY ACCESS TO THE SITE.
 - ACCESS POINT 2: ACCESS POINT FOR WORK ON SOUTHERN END OF PROJECT. ACCESS POINT 2 SHALL BE USED ONLY FOR STAGING MATERIALS AND EQUIPMENT.
 - ACCESS POINT 3: ACCESS POINT 3 WILL ONLY BE ALLOWED FOR USE WITH PRIOR APPROVAL BY AOR/OWNER.
 - ACCESS POINT 4: ACCESS POINT FOR ACCESS TO THE BORROW AREA. CONTRACTOR SHALL CONTROL ACCESS IN AND OUT OF THE BORROW AREA WHICH WILL BE ONE WAY.
 - ACCESS POINT 5: ACCESS POINT FOR WORK ON SOUTHERN END OF PHASE 3B, NOT TO BE USED FOR ANY MALS WORK.
- THE CONTRACTOR SHALL RESTORE ALL TURFED AND PAVED AREAS USED FOR HAUL ROADS TO THEIR ORIGINAL CONDITION, INCLUDING THE ESTABLISHMENT OF TURF. ALL COST FOR CONSTRUCTING, REMOVING AND RESTORING OF HAUL ROADS REQUIRED FOR THE COMPLETION OF THE WORK SHALL BE BORNE BY THE CONTRACTOR AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR SHALL MAKE USE OF A GATE GUARD AT ALL ACCESS POINTS BEING USED BY THE CONTRACTOR. OTHERWISE THE GATES AT EACH ACCESS POINT ARE TO REMAIN LOCKED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE CONSTRUCTION AREAS WITHIN THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF ANY DEBRIS DEPOSITED AT THE PROJECT SITE AND ALONG ANY ROAD AS A RESULT OF HIS/HER CONSTRUCTION TRAFFIC.
- ONLY RUBBER Tired VEHICLES SHALL BE ALLOWED ON EXISTING AIRPORT PAVEMENT.
- THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A LIST OF CONTRACTOR AND SUBCONTRACTOR EMPLOYEES AND VEHICLES AUTHORIZED TO OPERATE ON THE SITE. AN UPDATED LIST SHALL BE PROVIDED TO AOR WEEKLY.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE ROUTES (STATE HIGHWAYS, COUNTY ROADS OR CITY STREETS), AND OBTAIN ANY REQUIRED PERMITS WITH THE APPROPRIATE AGENCY HAVING JURISDICTION OVER THE AFFECTED ROUTE.
- ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION AREAS, STAGING AREAS AND/OR HAUL ROUTES.
- ALL CONTRACTOR VEHICLES SHALL DISPLAY IN FULL VIEW LOGOS CONSPICUOUSLY PLACED ON EACH SIDE OF THE VEHICLE. ALL VEHICLES OPERATING IN THE ACTIVE AIRSIDE OPERATION AREA (AOA) DURING HOURS OF LOW VISIBILITY OR DARKNESS SHALL BE EQUIPPED WITH A FLASHING AMBER DOME-TYPE LIGHT MOUNTED ON TOP OF THE VEHICLE. THE FLASHING LIGHT SHALL BE OF SUCH INTENSITY TO CONFORM TO AIRPORT CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
- NO CONTRACTOR VEHICLES ARE TO CROSS ACTIVE RUNWAYS, NAVAID CRITICAL AREAS, OR TAXIWAYS WITHOUT PRIOR APPROVAL FROM THE AOR AND SHALL BE CONTROLLED BY PERSONNEL IN DIRECT COMMUNICATION WITH AOR AND MONITORING AIRPORT TRAFFIC FREQUENCIES ON TWO-WAY RADIO.
- THE CONTRACTOR SHALL PROVIDE PAINTED SIGNS TO DIRECT MATERIAL SUPPLIERS AND EMPLOYEES TO THE CONSTRUCTION SITE. SIGN AT ENTRANCE GATE SHALL BE PROFESSIONALLY PAINTED 4'X8' AND READ "CONSTRUCTION VEHICLES ONLY - NO VENDORS ALLOWED".

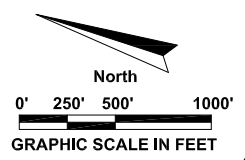
- CONTRACTOR TO SAFELY CONTROL TRAFFIC AROUND HAUL ROAD. CONTROL OF TRAFFIC ONSITE SHALL BE INCIDENTAL TO PROJECT.
- AT NO TIME SHALL THE CONTRACTOR OPERATE VEHICLES OR EQUIPMENT ON THE AIRPORT ROADWAY SYSTEM OTHER THAN THOSE ROADS IDENTIFIED ON THIS SHEET.
- CONTRACTOR SHALL MAINTAIN TWO CROSSING GUARDS AT EACH TAXIWAY CROSSING LOCATION SHOWN ON THE PLANS THAT ARE IMPACTED BY THE PHASED CONSTRUCTION UNLESS THE TAXIWAY ASSOCIATED WITH THE CROSSING IS CLOSED AS ALLOWED BY THE AIRPORT OR THE TEMPORARY 17-35 RUNWAY IS CLOSED, THEN ONE CROSSING GUARD IS REQUIRED. CONTRACTOR SHALL MAINTAIN A MINIMUM OF TWO (2) BROOM TRACTORS ONSITE AT ALL TIMES OR ONE (1) AT EACH TAXIWAY CROSSING, WHICHEVER IS GREATER, TO ADDRESS FOD ISSUES AT EACH CROSSING. ALSO, THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE (1) VACUUM TRUCK ONSITE AT ALL TIMES. EACH CROSSING GUARD, BROOM TRACTOR OPERATOR, AND VACUUM TRUCK OPERATOR SHALL BE BADGED FROM THE AIRPORT AND MEET ALL TESTING AND PROCEDURAL PROCESSES REQUIRED BY THE AIRPORT PRIOR TO STARTING WORK. ONE CROSSING GUARD SHALL HAVE A RADIO AND MONITOR THE REQUIRED RADIO FREQUENCIES AT ALL TIMES AND SHALL BE PROFICIENT IN AIR TRAFFIC RADIO COMMUNICATIONS. EACH CROSSING GUARD SHALL HAVE A BROOM AND SHOVEL FOR DEBRIS CLEAN UP AND A CELL PHONE FOR COMMUNICATIONS. CROSSING GUARDS, BROOM TRACTOR OPERATORS, AND VACUUM TRUCK OPERATORS MAY BE TERMINATED BY THE AIRPORT STAFF AT ANY TIME FOR ANY REASON. CROSSING GUARDS, BROOM TRACTOR OPERATORS, AND VACUUM TRUCK OPERATORS MUST BE PROFICIENT IN ENGLISH. THE ATC WILL DIRECTLY GOVERN CLEARANCES ACROSS ACTIVE PAVEMENT, NOT THE CROSSING GUARDS. ADDITIONAL INFORMATION FOR CROSSINGS IS INDICATED IN THE FRONT END DOCUMENTS.
- CONTRACTOR SHALL INSTALL SIGNAGE AT HIGHWAY 280, AT ACCESS POINT 2, INDICATING THAT TRUCKS ENTERING HIGHWAY.
- THE CONTRACTOR SHALL USE THE PROPOSED HAUL ROUTES SHOWN ON THE PLANS, HOWEVER, THE CONTRACTOR HAS THE OPTION TO USE ONE OR BOTH OF THE HAUL ROUTES AS NEEDED TO COMPLETE THE PROJECT PER THE CONTRACTOR DOCUMENTS. THE USE OF THE HAUL ROUTES SHALL BE AS FOLLOWS:
 - A) HAUL ROUTE 1 CAN BE USED DURING THE DAY WHILE TEMPORARY RUNWAY 17-35 IS OPEN AND ACTIVE. THE CONTRACTOR SHALL MAINTAIN EACH TAXIWAY CROSSING PER THE PLANS AND SPECIFICATIONS. ANY TAXIWAY ALLOWED TO BE CLOSED DURING DAY TIME OPERATIONS SHALL BE DONE SO PER THE REQUIRED TAXIWAY CLOSURE PROCEDURES. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN ONE (1) FLAGMAN FOR TAXIWAY CROSSINGS AT CLOSED TAXIWAYS, HOWEVER, THE CONTRACTOR SHALL ALSO BE REQUIRED TO KEEP THE TAXIWAY CROSSING CLEAN OF ALL DEBRIS AT ALL TIMES DURING HAULING OPERATIONS.
 - B) HAUL ROUTE 1 CAN BE USED AT NIGHT WHILE TEMPORARY RUNWAY 17-35 IS CLOSED AND ALL CONNECTOR TAXIWAYS ARE CLOSED. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN ONE (1) FLAGMAN AT TAXIWAY CROSSINGS AT CLOSED TAXIWAYS, HOWEVER, THE CONTRACTOR SHALL ALSO BE REQUIRED TO KEEP THE TAXIWAY CROSSING CLEAN OF ALL DEBRIS AT ALL TIMES DURING HAULING OPERATIONS.
 - C) HAUL ROUTE 2 SHALL ONLY BE USED AT NIGHT WHILE THE TEMPORARY RUNWAY 17-35 IS CLOSED. HAUL ROUTE 2 SHALL USE THE EXISTING PERIMETER ROAD UNTIL IT REACHES THE RUNWAY 35 GLIDE SLOPE. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL AND MAINTAIN A GRAVEL HAUL ROUTE THROUGH THE RUNWAY SAFETY AREA AND GLIDE SLOPE CRITICAL AREA INTO PHASE 3B, AT EXISTING GRADE. WIDTH OF HAUL ROUTE SHALL BE A MINIMUM OF 15 FEET. THE MAINTENANCE OF THE GRAVEL ROAD SHALL BE CONSTANT AND ONGOING AS ANY RUTS OR DAMAGED AREAS MAY CAUSE ISSUES WITH THE GLIDE SLOPE SIGNAL. THE CONTRACTOR SHALL PROTECT THE GLIDE SLOPE AT ALL TIMES WHILE HAUL ROUTE 2 IS IN USE. COST OF GRAVEL ROAD SHALL BE INCIDENTAL TO THE CONTRACTORS HAULING OPERATIONS. HAUL ROUTE 2 SHALL ONLY BE USED FOR PHASES 3A, 3B AND 3C.
 - D) ANY DAMAGE TO THE EXISTING PERIMETER ROADS USED FOR HAULING SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. IF HAUL ROUTE 2 IS CHOSEN BY THE CONTRACTOR, THE GRAVEL HAUL ROUTE INSTALLED SHALL BE BROUGHT TO A SMOOTH GRADE AND TIED INTO THE PROPOSED PERIMETER ROAD ON THE SOUTH SIDE OF THE PROJECT AND TURNED OVER TO THE OWNER. THE CONTRACTOR HAS THE OPTION TO USE BOTH HAUL ROUTE 1 AND 2 AT THE SAME TIME. IF THE CONTRACTOR ELECTS TO DO SO, THE CONTRACTOR SHALL FOLLOW REQUIREMENTS FOR EACH HAUL ROUTE.

CONTRACTOR STAGING AREA NOTES

- THE EXACT LIMITS, LIGHTING, AND SECURITY REQUIREMENTS OF THE CONTRACTOR'S STAGING AND STORAGE AREA SHALL BE ESTABLISHED BY THE CONTRACTOR (WITH THE APPROVAL OF THE AOR) IN THE AREAS GENERALLY AS SHOWN ON THE PLANS.
- ANY AND ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S OPERATIONS SHALL BE ARRANGED FOR AND PAID FOR BY THE CONTRACTOR DIRECTLY.
- UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE AOR.
- THE CONTRACTOR SHALL USE THE STAGING AREA SHOWN ON THE PLANS FOR ITS FIELD OFFICE, SHOP, MATERIAL AND EQUIPMENT STORAGE, AND OTHER PROJECT RELATED ACTIVITIES, INCLUDING EMPLOYEE PARKING. ALL COST ASSOCIATED WITH PREPARING THE STORAGE AND STAGING AREA SITE SHALL BE BORNE BY THE CONTRACTOR.
- ENGINEERS FIELD OFFICE SHALL BE MOVED TO THE STAGING AREA BY THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN CONTRACTOR STAGING AREA SUCH THAT THE ENGINEERS FIELD OFFICE IS INCLUDED. THIS INCLUDES STONE FOR PARKING AND ACCESS. THE MAINTENANCE OF THIS AREA SHALL BE INCLUDED WITH THE COST OF THE CONTRACTORS STAGING AREA.
- IF CONTRACTOR DISTURBS ANY AREA OUTSIDE OF PROJECT AREAS, THE CONTRACTOR SHALL REPAIR AT NO COST TO THE OWNER, THIS SHALL INCLUDE GRADING, SEEDING AND MULCHING.
- THE COST FOR OBTAINING AND MAINTAINING POWER FOR THE CONTRACTOR'S STAGING AREA SHALL BE INCIDENTAL TO THE CONTRACTOR'S EXISTING STAGING AREA. THIS INCLUDES POWER FOR THE CONTRACTOR AND ENGINEERS FIELD OFFICE. THE CONTRACTOR SHALL COORDINATE POWER NEEDS WITH UTILITY COMPANY OR USE GENERATOR.
- CONTRACTOR SHALL COORDINATE ACCESS TO AND FROM STAGING AREA WITH OTHER CONTRACTOR. HALF OF THE STAGING AREA HAS BEEN DEVELOPED AND IS IN USE BY ANOTHER CONTRACTOR. CONTRACTOR SHALL BE SHARING THE STAGING AREA LOCATION WITH OTHER CONTRACTORS. CONTRACTOR SHALL DEVELOP HIS AREA OF THE STAGING AREA FOR HIS USE.
- CONTRACTOR'S STAGING AREA #2 SHALL ONLY BE USED AS ALLOWED BY AOR
- ALL CONTRACTOR'S STAGING AREAS SHALL BE BROUGHT TO ORIGINAL CONDITIONS AND SHALL REMAIN AT THE END OF PROJECT.

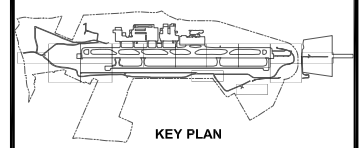
LEGEND

- CONTRACTOR'S STAGING AREA
- PROJECT LIMITS
- HAUL ROUTE
- AIRPORT PROPERTY LINE
- GLIDESLOPE CRITICAL AREA
- LOCALIZER CRITICAL AREA



100% DESIGN PRELIMINARY NOT RELEASED FOR CONSTRUCTION

ASHEVILLE REGIONAL AIRPORT ASHEVILLE NORTH CAROLINA



PERMANENT RUNWAY 17-35 CONSTRUCTION BID PACKAGE 3 - SITE PREPARATION AND NAVAIDS

PROJECT LAYOUT, HAUL ROUTES AND STAGING AREAS

ATTENTION:
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SCALE: AS NOTED

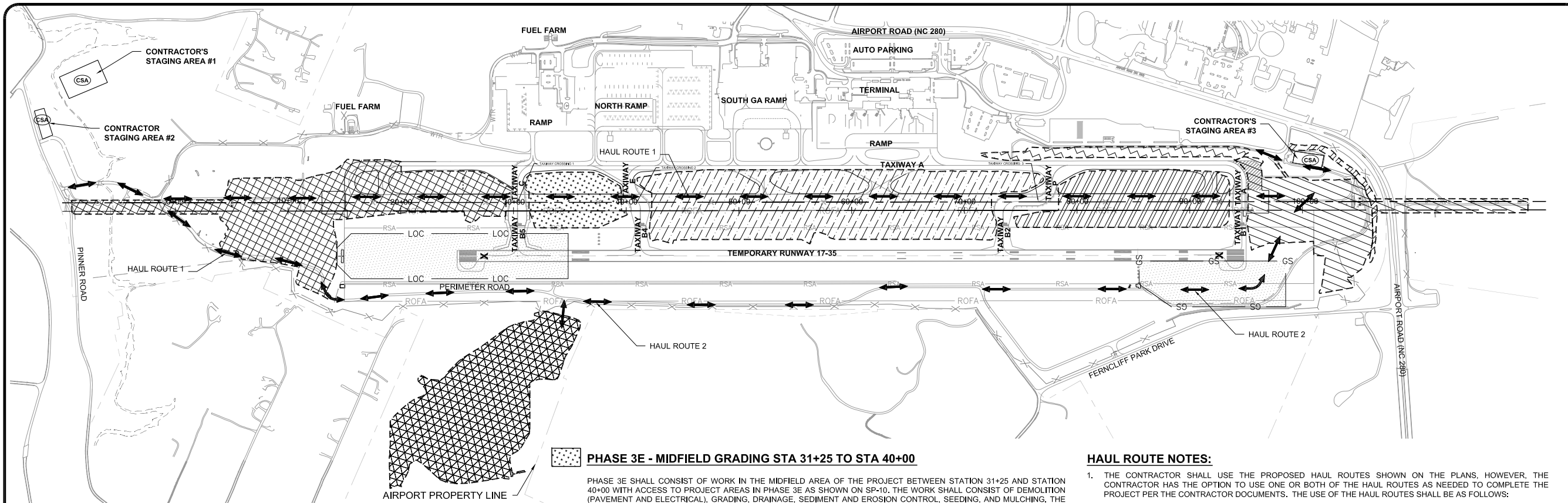
REVISIONS:			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: J.M.M.
DRAWN BY: W.L.J.
CHECKED BY: J.M.M.
APPROVED BY: J.M.M.
DATE: DECEMBER 2015

STATE LICENSE # N.C. C-2450
PROJECT NO. 2014.157.01

SHEET NUMBER G-04

P:\2014\2014.157.01 - AVL BP-3 RUNWAY 17-35 SITE PREPARATION\2014.157.01 - CADD\2014.157.01-BP3-PHASING.DWG 12/14/2015



PHASE 3A - SOUTH EAST GRADING

PHASE 3A SHALL CONSIST OF WORK IN THE SOUTH EAST SIDE OF THE PROJECT, WITH ACCESS TO PROJECT AREAS IN PHASE 3A AS SHOWN ON SP-06. THE WORK SHALL CONSIST OF GRADING, DRAINAGE, SEDIMENT AND EROSION CONTROL, LANDSCAPING, AND MATTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS THROUGH PHASE 3A THROUGHOUT THE DURATION OF THE PROJECT. WORK DONE INSIDE OF THE TAXIWAY OBJECT FREE AREA SHALL REQUIRE TAXIWAY A CLOSING; SEE SP-06 FOR DETAILS OF SUBPHASE 3A1 AND 3A2. THE CONTRACTOR SHALL COORDINATE ALL TAXIWAY CLOSURES AND TIMES WITH THE AOR AND IMPLEMENT ALL REQUIRED CLOSURE PROCEDURES. WORK OUTSIDE OF THE TAXIWAY OBJECT FREE AREA SHALL BE SUBPHASE 3A1 AND WORK INSIDE TAXIWAY OBJECT FREE AREA, NIGHT WORK ONLY, SHALL BE SUBPHASE 3A2. THE CONTRACTOR CAN ALSO WORK IN SUBPHASE 3A1 WHILE WORKING IN SUBPHASE 3A2. THE CONTRACTOR SHALL REMAIN CLEAR OF TEMPORARY RUNWAY 17-35 AT ALL TIMES. WORK CANNOT OCCUR IN THE TAXIWAY OBJECT FREE AREA WHILE TAXIWAY IS OPEN.

PHASE 3B - SOUTH RUNWAY SAFETY AREA GRADING

PHASE 3B SHALL CONSIST OF WORK IN THE SOUTH SIDE OF THE PROJECT, WITH ACCESS TO PROJECT AREAS IN PHASE 3B AS SHOWN ON SP-07. THE WORK SHALL CONSIST OF DEMOLITION (PAVEMENT AND ELECTRICAL), GRADING, DRAINAGE, FENCE REMOVAL AND INSTALLATION, SEDIMENT AND EROSION CONTROL, SEEDING, MULCHING, AND LOCALIZER AND MALS DEMOLITION AND CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS THROUGH PHASE 3B THROUGHOUT THE DURATION OF THE PROJECT. PHASE 3B REQUIRES WORK WITHIN THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY OBJECT FREE AREAS. THE CONTRACTOR SHALL COORDINATE ALL RUNWAY AND TAXIWAY CLOSURES AND TIMES WITH THE AOR AND IMPLEMENT ALL REQUIRED CLOSURE PROCEDURES. WORK OUTSIDE OF THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY OBJECT FREE AREAS SHALL BE SUBPHASE 3B1 AND WORK INSIDE THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY OBJECT FREE AREAS, NIGHT WORK ONLY, SHALL BE SUBPHASE 3B2. WORK ADJACENT TO TAXIWAYS, WHILE THE TAXIWAYS ARE CLOSED SHALL BE SUBPHASE 3B3. THE CONTRACTOR CAN ALSO WORK IN SUBPHASE 3B1 WHILE WORKING IN SUBPHASE 3B2 AND 3B3. CONTRACTOR SHALL REMAIN CLEAR OF TEMPORARY RUNWAY 17-35 AT ALL TIMES AND TAXIWAY A, AND TAXIWAY B1 WHILE THEY ARE OPEN AND ACTIVE WHILE WORKING WITHIN PHASE 3B. WORK CANNOT OCCUR IN THE TAXIWAY OBJECT FREE AREA WHILE TAXIWAY IS OPEN.

PHASE 3C - MIDFIELD GRADING STA 74+50 TO STA 93+75

PHASE 3C SHALL CONSIST OF WORK IN THE MIDFIELD AREA OF THE PROJECT BETWEEN STATION 74+50 AND STATION 93+75 WITH ACCESS TO PROJECT AREAS IN PHASE 3C AS SHOWN ON SP-08. THE WORK SHALL CONSIST OF DEMOLITION (PAVEMENT AND ELECTRICAL), GRADING, DRAINAGE, SEDIMENT AND EROSION CONTROL, SEEDING, AND MULCHING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS THROUGH PHASE 3C THROUGHOUT THE DURATION OF THE PROJECT. PHASE 3C REQUIRES SOME WORK ADJACENT TO ACTIVE TAXIWAYS, WHEN THE TAXIWAY IS CLOSED, THE CONTRACTOR SHALL COORDINATE ALL TAXIWAY CLOSURES WITH THE AOR AND IMPLEMENT ALL REQUIRED CLOSURE PROCEDURES. WORK OUTSIDE OF THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY OBJECT FREE AREAS SHALL BE SUBPHASE 3C1 AND WORK INSIDE THE TAXIWAY SAFETY AREAS SHALL BE SUBPHASE 3C2. THE CONTRACTOR CAN ALSO WORK IN SUBPHASE 3C1 WHILE WORKING IN SUBPHASE 3C2. CONTRACTOR SHALL REMAIN CLEAR OF TEMPORARY RUNWAY 17-35 AT ALL TIMES AND TAXIWAY A, TAXIWAY P, TAXIWAY B2 AND TAXIWAY B1 WHILE THEY ARE OPEN AND ACTIVE WHILE WORKING WITHIN PHASE 3C. WORK CANNOT OCCUR IN THE TAXIWAY OBJECT FREE AREA WHILE TAXIWAY IS OPEN.

PHASE 3D - MIDFIELD GRADING STA 41+00 TO STA 77+00

PHASE 3D SHALL CONSIST OF WORK IN THE MIDFIELD AREA OF THE PROJECT BETWEEN STATION 41+00 AND STATION 77+00 WITH ACCESS TO PROJECT AREAS IN PHASE 3D AS SHOWN ON SP-09. THE WORK SHALL CONSIST OF DEMOLITION (PAVEMENT AND ELECTRICAL), GRADING, DRAINAGE, SEDIMENT AND EROSION CONTROL, SEEDING, AND MULCHING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS THROUGH PHASE 3D THROUGHOUT THE DURATION OF THE PROJECT. PHASE 3D REQUIRES WORK WITHIN THE RUNWAY SAFETY AREA AND ADJACENT TAXIWAY OBJECT FREE AREAS. THE CONTRACTOR SHALL COORDINATE ALL RUNWAY AND TAXIWAY CLOSURES AND TIMES WITH THE AOR AND IMPLEMENT ALL REQUIRED CLOSURE PROCEDURES. WORK OUTSIDE OF THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY SAFETY AREAS SHALL BE SUBPHASE 3D1 AND WORK INSIDE THE TEMPORARY RUNWAY 17-35 SAFETY AREA, NIGHT WORK ONLY, SHALL BE SUBPHASE 3D2. WORK ADJACENT TO TAXIWAYS, WHILE THE TAXIWAYS ARE CLOSED SHALL BE SUBPHASE 3D3. THE CONTRACTOR CAN ALSO WORK IN SUBPHASE 3D1 WHILE WORKING IN SUBPHASE 3D2 AND 3D3. THE CONTRACTOR SHALL REMAIN CLEAR OF TEMPORARY RUNWAY 17-35 AT ALL TIMES AND TAXIWAY A, TAXIWAY P, TAXIWAY E, TAXIWAY B2 AND TAXIWAY B4 WHILE THEY ARE OPEN AND ACTIVE WHILE WORKING WITHIN PHASE 3D. WORK CANNOT OCCUR IN THE TAXIWAY OBJECT FREE AREA WHILE TAXIWAY IS OPEN.

PHASE 3E - MIDFIELD GRADING STA 31+25 TO STA 40+00

PHASE 3E SHALL CONSIST OF WORK IN THE MIDFIELD AREA OF THE PROJECT BETWEEN STATION 31+25 AND STATION 40+00 WITH ACCESS TO PROJECT AREAS IN PHASE 3E AS SHOWN ON SP-10. THE WORK SHALL CONSIST OF DEMOLITION (PAVEMENT AND ELECTRICAL), GRADING, DRAINAGE, SEDIMENT AND EROSION CONTROL, SEEDING, AND MULCHING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS THROUGH PHASE 3E THROUGHOUT THE DURATION OF THE PROJECT. PHASE 3E REQUIRES SOME WORK ADJACENT TO ACTIVE TAXIWAYS, WHEN THE TAXIWAY IS CLOSED, THE CONTRACTOR SHALL COORDINATE ALL TAXIWAY CLOSURES WITH THE AOR AND IMPLEMENT ALL REQUIRED CLOSURE PROCEDURES. WORK OUTSIDE OF THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY OBJECT FREE AREAS SHALL BE SUBPHASE 3E1 AND WORK INSIDE THE TAXIWAY OBJECT FREE AREAS SHALL BE SUBPHASE 3E2. THE CONTRACTOR CAN ALSO WORK IN SUBPHASE 3E1 WHILE WORKING AT NIGHT IN SUBPHASE 3E2. THE CONTRACTOR SHALL REMAIN CLEAR OF TEMPORARY RUNWAY 17-35 AT ALL TIMES AND TAXIWAY A, TAXIWAY C, TAXIWAY E, TAXIWAY B4, AND TAXIWAY B5 WHILE THEY ARE OPEN AND ACTIVE WHILE WORKING WITHIN PHASE 3E. WORK CANNOT OCCUR IN THE TAXIWAY OBJECT FREE AREA WHILE TAXIWAY IS OPEN.

PHASE 3F - NORTH RUNWAY SAFETY AREA GRADING

PHASE 3F SHALL CONSIST OF WORK IN THE NORTH SIDE OF THE PROJECT, WITH ACCESS TO PROJECT AREAS IN PHASE 3F AS SHOWN ON SP-11. THE WORK SHALL CONSIST OF DEMOLITION (PAVEMENT AND ELECTRICAL), GRADING, DRAINAGE, SEDIMENT AND EROSION CONTROL, SEEDING, MULCHING, AND LOCALIZER AND MALS DEMOLITION AND CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS THROUGH PHASE 3F THROUGHOUT THE DURATION OF THE PROJECT. PHASE 3F REQUIRES WORK WITHIN THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY OBJECT FREE AREA. THE CONTRACTOR SHALL COORDINATE ALL RUNWAY AND TAXIWAY CLOSURES AND TIMES WITH THE AOR AND IMPLEMENT ALL REQUIRED CLOSURE PROCEDURES. WORK OUTSIDE OF THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY OBJECT FREE AREAS SHALL BE SUBPHASE 3F1 AND WORK INSIDE THE TEMPORARY RUNWAY 17-35 SAFETY AREA AND TAXIWAY OBJECT FREE AREAS, NIGHT WORK ONLY, SHALL BE SUBPHASE 3F2. WORK ADJACENT TO TAXIWAYS, WHILE THE TAXIWAYS ARE CLOSED SHALL BE SUBPHASE 3F3. THE CONTRACTOR CAN ALSO WORK IN SUBPHASE 3F1 WHILE WORKING IN SUBPHASE 3F2 AND 3F3. THE CONTRACTOR SHALL REMAIN CLEAR OF TEMPORARY RUNWAY 17-35 AT ALL TIMES AND TAXIWAYS A, C AND TAXIWAY B5 WHILE THEY ARE OPEN AND ACTIVE WHILE WORKING WITHIN PHASE 3F. WORK CANNOT OCCUR IN THE TAXIWAY OBJECT FREE AREA WHILE TAXIWAY IS OPEN.

PHASE 3G - BORROW AREA

PHASE 3G SHALL CONSIST OF WORK WITHIN THE BORROW AREA FOR THE PROJECT. THE WORK SHALL INCLUDE GRADING, EXCAVATION, ROCK REMOVAL AND CRUSHING, SEDIMENT AND EROSION CONTROL, SEEDING, AND MULCHING. ALL STOCK PILED MATERIAL SHALL BE UTILIZED TO THE GREATEST EXTENT POSSIBLE PRIOR TO EXCAVATION OF ONSITE MATERIALS. THE AOR SHALL DIRECT THE CONTRACTOR ON THE USE OF SPECIFIC MATERIALS AROUND THE PROJECT SITE INCLUDING THE USE OF BETTER MATERIALS UNDER THE FOOTPRINT OF THE FUTURE RUNWAY.

PHASE 3H - STREAM MITIGATION AND STREAM BANK RESTORATION

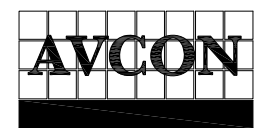
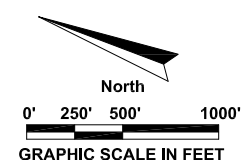
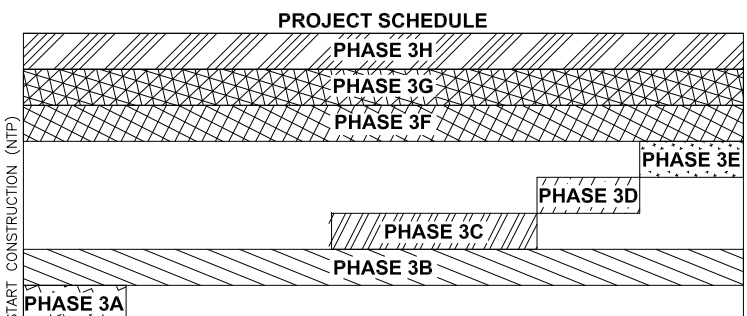
PHASE 3H SHALL CONSIST OF ALL WORK ASSOCIATED WITH THE STREAM MITIGATION, DRAINAGE INSTALLATION, AND STREAM BANK RESTORATION. NO WORK ASSOCIATED WITH THIS PHASE SHALL BEGIN UNTIL AUTHORIZED BY THE AOR. PRIOR TO STARTING WORK, CONTRACTOR SHALL SUBMIT A PLAN FOR THE INSTALLATION OF ASSOCIATED DRAINAGE AND STREAM BANK RESTORATION. STREAM MITIGATION AND DRAINAGE SHALL BE SUBPHASE 3H1 AND STREAM BANK RESTORATION SHALL BE SUBPHASE 3H2.

HAUL ROUTE NOTES:

1. THE CONTRACTOR SHALL USE THE PROPOSED HAUL ROUTES SHOWN ON THE PLANS, HOWEVER, THE CONTRACTOR HAS THE OPTION TO USE ONE OR BOTH OF THE HAUL ROUTES AS NEEDED TO COMPLETE THE PROJECT PER THE CONTRACTOR DOCUMENTS. THE USE OF THE HAUL ROUTES SHALL BE AS FOLLOWS:
 - A) HAUL ROUTE 1 CAN BE USED DURING THE DAY WHILE TEMPORARY RUNWAY 17-35 IS OPEN AND ACTIVE. THE CONTRACTOR SHALL MAINTAIN EACH TAXIWAY CROSSING PER THE PLANS AND SPECIFICATIONS. ANY TAXIWAY ALLOWED TO BE CLOSED DURING DAY TIME OPERATIONS SHALL BE DONE SO PER THE REQUIRED TAXIWAY CLOSURE PROCEDURES. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN ONE (1) FLAGMAN FOR TAXIWAY CROSSINGS AT CLOSED TAXIWAYS, HOWEVER, THE CONTRACTOR SHALL ALSO BE REQUIRED TO KEEP THE TAXIWAY CROSSING CLEAN OF ALL DEBRIS AT ALL TIMES DURING HAULING OPERATIONS.
 - B) HAUL ROUTE 1 CAN BE USED AT NIGHT WHILE TEMPORARY RUNWAY 17-35 IS CLOSED AND ALL CONNECTOR TAXIWAYS ARE CLOSED. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN ONE (1) FLAGMAN AT TAXIWAY CROSSINGS AT CLOSED TAXIWAYS; HOWEVER, THE CONTRACTOR SHALL ALSO BE REQUIRED TO KEEP THE TAXIWAY CROSSING CLEAN OF ALL DEBRIS AT ALL TIMES DURING HAULING OPERATIONS.
 - C) HAUL ROUTE 2 SHALL ONLY BE USED AT NIGHT WHILE THE TEMPORARY RUNWAY 17-35 IS CLOSED. HAUL ROUTE 2 SHALL USE THE EXISTING PERIMETER ROAD UNTIL IT REACHES THE RUNWAY 35 GLIDE SLOPE. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL AND MAINTAIN A GRAVEL HAUL ROUTE THROUGH THE RUNWAY SAFETY AREA AND GLIDE SLOPE CRITICAL AREA INTO PHASE 3B, AT EXISTING GRADE. WIDTH OF HAUL ROUTE SHALL BE A MINIMUM OF 15 FEET. THE MAINTENANCE OF THE GRAVEL ROAD SHALL BE CONSTANT AND ONGOING AS ANY RUTS OR DAMAGED AREAS MAY CAUSE ISSUES WITH THE GLIDE SLOPE SIGNAL. THE CONTRACTOR SHALL PROTECT THE GLIDE SLOPE AT ALL TIMES WHILE HAUL ROUTE 2 IS IN USE. COST OF GRAVEL ROAD SHALL BE INCIDENTAL TO THE CONTRACTORS HAULING OPERATIONS. HAUL ROUTE 2 SHALL ONLY BE USED FOR PHASES 3A, 3B AND 3C.
 - D) ANY DAMAGE TO THE EXISTING PERIMETER ROADS USED FOR HAULING SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. IF HAUL ROUTE 2 IS CHOSEN BY THE CONTRACTOR, THE GRAVEL HAUL ROUTE INSTALLED SHALL BE BROUGHT TO A SMOOTH GRADE AND TIED INTO THE PROPOSED PERIMETER ROAD ON THE SOUTH SIDE OF THE PROJECT AND TURNED OVER TO THE OWNER. THE CONTRACTOR HAS THE OPTION TO USE BOTH HAUL ROUTE 1 AND 2 AT THE SAME TIME. IF THE CONTRACTOR ELECTS TO DO SO, THE CONTRACTOR SHALL FOLLOW REQUIREMENTS FOR EACH HAUL ROUTE.

LEGEND

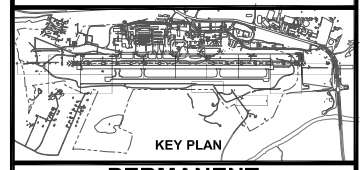
PROJECT LIMITS	-----
TAXIWAY SAFETY AREA	— TSA — TSA —
TAXIWAY OBJECT FREE AREA	— TOFA — TOFA —
RUNWAY 17-35 SAFETY AREA	— RSA — RSA —
RUNWAY 17-35 PROTECTION ZONE	— RPZ — RPZ —
RUNWAY 17-35 OBJECT FREE AREA	— ROFA — ROFA —
RUNWAY 35 LOCALIZER CRITICAL AREA	— LOC — LOC —
RUNWAY 35 GLIDESLOPE CRITICAL AREA	— GS — GS —
CONTRACTOR'S STAGING AREA	(CSA)
RUNWAY/TAXIWAY CLOSURE MARKERS	X
CONTRACTOR'S ACCESS ROUTE	↔ ↔



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**PERMANENT
RUNWAY 17-35
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BID PACKAGE 3 -
SITE PREPARATION
AND NAVAIDS**

**OVERALL
PHASING PLAN**

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SCALE: AS NOTED

REVISIONS:			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: J.M.M.
DRAWN BY: W.L.J.
CHECKED BY: J.M.M.
APPROVED BY: J.M.M.
DATE: DECEMBER 2015

STATE LICENSE # N.C. C-2450
PROJECT NO. 2014.157.01

**SHEET NUMBER
SP-05**

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RS&H



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director, Development and Operations

DATE: March 11, 2016

ITEM DESCRIPTION – New Business Item C

Approve Contract for Installation of LLWAS Tower with DACO Construction Company, Inc.

BACKGROUND

As a component of Phase II of the Airfield Re-development Project, the Authority agreed on behalf of the FAA to undertake the relocation of the Low Level Wind Shear Alert System (LLWAS) tower located west of the airport. An allowance for the relocation of the tower was included in the Phase II contract award. The process, including site acquisition and design by FAA, was intended to be complete and delivered early in 2015. Delays by FAA in both of these processes resulted in the required documents not being available until after the substantial de-mobilization of the Phase II contractor in December of 2015. Subsequently, the contractor's price submittal to re-mobilize and perform this work was three times the amount of the original allowance and not practical to proceed with.

The Authority has since separately bid the re-installation of the tower as a stand-alone project. The effort initially resulted in no contractor bids. Follow up with previously interested contractors resulted in a determination that the schedule requirements in the bid were too difficult to meet given their current workload. Each contractor was subsequently asked to submit their bid, along with a schedule that fit their current workload. Three bids were subsequently received on February 19, 2016. The bid tabulation is included with this Board Memo.

The low bid was submitted by DACO Construction Company, Inc. in the amount of \$219,997.00. An additional 10 percent allowance for miscellaneous costs and potential overages during construction is recommended for this project, bringing the total estimated cost of construction to \$241,997.00.

New Business – Item C



ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

The total estimated expenses of \$241,997.00 is already included in the scope of the FAA grant for Phase II construction, which includes \$12,560,480.00 in AIP funds.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve a contract for installation of LLWAS Tower with DACO Construction Company, Inc.; and (2) authorize the Executive Director to execute the necessary documents.

Greater Asheville Regional Airport Authority - Bid Tabulation

Project Name: FAA LLWAS TOWER RELOCATION

Date/Time: February 19, 2016 2:00PM

	Company Name & Address	Acknowledgement of Addendum(s)	Bid Bond	Total Base Bid	Bid Alt 1	Bid Alt 2	Bid Alt 3
1	DACO Construction Company, Inc. 7538 Old Coaling Road Harmans, MD 21077	Yes	Yes	\$219,997.00	N/A	N/A	N/A
2	Precision Approach, LLC 172 Sammons Industrial Pkwy Eatonton, GA 31024	Yes	Yes	\$289,450.00	N/A	N/A	N/A
3	Brooks-Berry-Haynie & Associates, Inc 4900 Sirius Lane Charlotte, NC 28208	Yes	Yes	\$465,395.00	N/A	N/A	N/A
4							
5							

The bid summary is certified to be true and correct to the best of my knowledge.

M. A. Reisman

Date: 19-Feb-16

Michael A. Reisman, Deputy Executive Director, Development & Operations
Greater Asheville Regional Airport Authority



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AIRFIELD REDEVELOPMENT PROGRAM

FAA LLWAS TOWER RE-LOCATION



VOLUME NO. 1
CONTRACT & BID DOCUMENTS

ISSUED FOR BID
JANUARY 2016

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BID INFORMATION

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

INVITATION TO BID

PROJECT NAME: **FAA LLWAS TOWER RELOCATION**

BID DATE: **February 9, 2016**

BID TIME: **2:00 PM**

Sealed bids will be received by the **Greater Asheville Regional Airport Authority**, 61 Terminal Drive, Suite 1, Fletcher, NC 28732, until 2:00 PM (local time). All bids received will be opened and each bidder will receive a summary of bids. Bids must be in the possession of the Airport Authority prior to bid time on the bid date. Bids shall be sealed and plainly marked on the outside of the envelope with the project name, bidder's name, bidder's address, bidder's telephone number. **ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.** Bids must be completed and signed in ink in space(s) provided on the enclosed bid form(s) or bid will be subject to rejection. Each Bidder must submit with his bid, security in the amount of five percent (5%) of the bid price, subject to the conditions provided in Section 20 of the General Provisions. No Bidder may withdraw a bid within thirty (30) calendar days after the actual date of the bid opening.

PRE-BID CONFERENCE: No Pre-Bid conference is schedule for this project.

BID DOCUMENTS MAY BE OBTAINED:

- 1) Electronic files by contacting the Program Manager RS&H at 704-752-0610 or eric.rysdon@rsandh.com

A cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the bid shall accompany the proposal of each bidder. The said check or bond shall be submitted as security that should the bidder be awarded the work, he will enter into a contract and furnish the necessary bonds and insurance certificates within fifteen (15) calendar days from the date of notice of award and failing to do so, said bid security shall be forfeited to the Owner (Greater Asheville Regional Airport Authority) as liquidated damages. The check or bond shall be made payable to the Owner. The Owner reserves the right to hold the check or bond of the three lowest bidders until the successful bidder has entered into a contract and furnished the necessary bonds. All other checks or bonds will be returned as soon as the award has been made to the successful bidder. The Owner reserves the right to reject all bids and to waive technicalities as provided in Section 20 of the General Provisions.

The **Greater Asheville Regional Airport Authority**, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin or sex in consideration for an award.

The **Greater Asheville Regional Airport Authority** continually strives to develop quality sources for goods and services and encourages all prospective Bidders to respond to the Invitation to Bid. The Authority reserves the following rights: to accept or reject any or all bids; and to award the Contract to the most responsive and responsible Bidder whose bid is determined by the Owner to be in its best interest.

INSTRUCTIONS TO BIDDERS

Project Name: FAA LLWAS Tower Relocation

Project Description: The project consists of construction of a low-level windshear alert system (LLWAS) tower and site. Contractor shall re-locate and re-use the tower pole that has been lowered on a site off of County Road 1420 along the west side of the Asheville Regional Airport. Work includes furnishing labor, materials, equipment, services, insurance, bonding, permits and incidentals for the work shown on the bid documents.

Bid Description: The Bid includes all of the work described in the above project description and as shown on the project drawings and called for in the specifications. All Bidders are required to hold their bid prices for 90 days after the date bids are due.

Contract Time: From the date of issuance of Notice to Proceed (NTP) to overall project substantial completion of the Contract = 45 consecutive calendar days

Liquidated Damages: \$500 per day for Contractor's failure to achieve substantial completion within the overall project contract time allotted.

Required Insurance Coverage

Employer's Liability	\$1,000,000	Limit each Accident
	\$1,000,000	Limit Disease Policy Aggregate
	\$1,000,000	Limit Disease Each Employee
General Liability	\$2,000,000	Bodily Injury & Property Damage Liability (Combined Single Limit Each Occurrence and Aggregate)
Automobile Liability	\$2,000,000	Bodily Injury & Property Damage Liability (Combined Single Limit Each Accident)
Umbrella Liability	\$5,000,000	Bodily Injury & Property Damage Liability (Combined Single Limit Each Occurrence and Aggregate)

Warranty Period: For MALSR and Localizer installations: Warranty period as described in General Provisions Section GP-90-09(i). For all other work: one (1) year from date that Certificate of Substantial Completion is issued.

DBE Participation Goal established for this contract is 7.9%

BID OPENING: February 9, 2016, 2:00 PM, Greater Asheville Regional Airport Authority Administrative Offices Conference Room, 61 Terminal Drive, Suite 1, Fletcher, NC 28732

NOTICE IS HEREBY given that sealed bids will be received by the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, sometimes referred to hereafter as "Authority" or "Owner" on or before the date and time set out above. Opening of bids will occur immediately thereafter. The Greater Asheville Regional Airport Authority reserves the right to extend the time and date of the bid opening at its sole discretion, by addendum, when deemed to be in the best interest of the Authority.

1. INSTRUCTIONS TO BIDDERS:

1.1 DELIVERY OF BIDS:

(a) The delivery of the BID to the Greater Asheville Regional Airport Authority prior to the deadline is solely and strictly the responsibility of the Bidder. **The deadline for delivery of all BIDS is 2:00 PM, local time, February 9, 2016. One (1) original and two (2) copies of your BID shall be delivered. All BIDS must be marked: SEALED BIDS FOR FAA LLWAS TOWER RELOCATION AT THE ASHEVILLE REGIONAL AIRPORT. All BIDS will be delivered to the Greater Asheville Regional Airport Authority Administrative Offices located in the Airport Terminal at 61 Terminal Drive, Suite 1, Fletcher, NC 28732.**

(b) Electronic or faxed bids will not be considered.

(c) For informational purposes, the Bidder is advised that the United States Postal Service and even Express Mail Services may not deliver your BID in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

(d) The delivery of said BID prior to the time stated in the previous section is solely and strictly the responsibility of the Bidder. The Greater Asheville Regional Airport Authority will not be responsible for delays caused by any delivery services that may be used or for any other reason. The BID delivery deadline will be strictly observed. **Any BID received after the bid opening time will not be considered.**

1.2 INQUIRIES/RESPONSES:

Bidders may submit written or e-mail inquiries regarding this RFB, addressed to the Program Manager, RS&H, Attn: Eric Rysdon, PE, 1520 South Boulevard, Suite 200, Charlotte, NC 28203, 704-940-4731, email eric.rysdon@rsandh.com. **The deadline for inquiries is 5:00 p.m. local time, February 3, 2016. Inquiries and questions received after this time will not be responded to.**

The Authority will utilize its website <http://flyavl.com/pages/about-the-airport/doing-business-with-avl/> to distribute information and addenda. Bidders and other prospective vendors may register to receive this information on the Authority's website. It shall be the responsibility of the Bidder, prior to submitting their bid, to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating them into their bid.

1.3 MANDATORY PREBID MEETING:

There will be no prebid meeting. To arrange a site visit and examine the existing tower pole to be used in the relocation, contact the Program Manager, Eric Rysdon, PE, email eric.rysdon@rsandh.com, telephone 704-940-4731.

1.4 EXAMINATION OF BID DOCUMENTS AND WORK SITE

Each Bidder is individually responsible for the careful examination of the site of the proposed Work, the Contract Documents, Addenda and all requirements of the project. The Bidder shall examine and thoroughly familiarize themselves with all existing conditions, including all applicable laws, codes, ordinances, rules and regulations that will affect his work. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligation with respect to its bid.

1.5 COST OF PREPARATION:

The cost of preparing a BID in response to this RFB shall be borne entirely by the Bidder.

2. DISQUALIFICATION:

The Greater Asheville Regional Airport Authority reserves the right to disqualify BIDS before or after opening, upon evidence of collusion by any prospective Bidder or Bidders with the intent to defraud or other illegal practices upon the part of the Bidders.

The Greater Asheville Regional Airport Authority may consider any BID informal that is not prepared and submitted in accordance with the provisions of this RFB, and may waive any informalities, or irregularities, or reject any and all BIDS at its sole discretion.

The Greater Asheville Regional Airport Authority reserves the right to reject, at its sole discretion, any BID if the evidence submitted by the Bidder or an investigation of the qualifications and/or experience of the Bidder fails to satisfy the Greater Asheville Regional Airport Authority that such Bidder is sufficiently qualified or experienced to carry out the work and obligations as required in this RFB. The Greater Asheville Regional Airport Authority also reserves the right to reject all BIDS to the RFB, in its sole discretion.

3. SUBMITTAL OF BIDS

Submitted Bids shall not be valid unless: sealed in an envelope marked "Sealed Bid"; identified by the name and address of the firm quoting; location of airport; project name; and the date and time of Bid opening. Bids are to be accompanied by one (1) original and two (2) copies of the following Proposal Forms:

- 3.1 Proposal Form 1 - Bidder's Certification
- 3.2 Proposal Form 2 - Proposal Affidavit
- 3.3 Proposal Form 3 - Bid Form
- 3.4 Proposal Form 4 - Proposal Bond
- 3.5 Proposal Form 5 - Surety's Bond Affidavit
- 3.6 Proposal Form 6 - Non-Collusion Affidavit
- 3.7 Proposal Form 7 - Equal Employment Opportunity Report Statement
- 3.8 Proposal Form 8 - Buy American Certification
- 3.9 Proposal Form 9 - Certification of Nonsegregated Facilities
- 3.10 Proposal Form 10 - Disadvantaged Business Enterprise (DBE) Utilization Statement
- 3.11 Proposal Form 11 – DBE Letter of Intent
- 3.12 Proposal Form 12 – Subcontractor List
- 3.13 Proposal Form 13 – E-Verify Affidavit
- 3.14 Proposal Form 14 – Statement of Bidder's Qualifications

4. BID REQUIREMENTS

- 4.1 The Greater Asheville Regional Airport Authority shall not be responsible for any cost incurred by any Bidder in the preparation of its bid.
- 4.2 All blanks on the bid must be completed in ink or typed.
- 4.3 Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder.
- 4.4 In the case of unit price contracts, if an error occurs in the extension of an item, the unit price in words as shown in the bid documents will govern.

5. DIRECT PURCHASES

The Greater Asheville Regional Airport Authority reserves the right to purchase directly various materials, supplies and equipment that may be a part of this contract.

6. QUALIFICATION OF BIDDERS

Bidder must complete and submit the Statement of Bidder's Qualifications Form with the Bid. Bidder shall furnish the Owner satisfactory evidence of its financial responsibility, consisting of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year, certified by a certified public accountant. Bidder shall further certify whether its financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner. The Financial Statement shall be submitted under separate cover and labeled "Financial Statement."

7. INTERPRETATION OF BID DOCUMENTS

7.1 No interpretation of the meaning of the plans, specifications or any other contract document will be binding if made to any Bidder orally, at any presentation by Owner, or by any representative of Owner. Clarifications or corrections to the specifications shall not be valid unless they are issued in addendum form. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be published on the Asheville Regional Airport website. All addenda so issued shall become part of the bid specifications and the contract. Addenda may also be issued to modify bidding documents as deemed advisable by the Owner.

7.2 Interpretation of Estimated Bid Quantities - An estimate of quantities of work to be done and materials to be furnished under these specifications may be given in the Request for Bids. If so, it is the result of careful calculations and is believed to be correct. This is given only as a basis for comparison of bids and the award of the contract. The Owner does not expressly or by implication agree 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 of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided.

8. WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided that the Bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised bids must be received prior to the date and time of the bid opening at the place specified.

9. PUBLIC OPENING OF BIDS

Bids shall be opened, and read publicly at the time and place specified in the advertisement or request for bids. Owner reserves the right to extend this date and time at Owner's sole discretion. Bidders, their authorized agents and other interested persons are invited to attend the bid opening. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids shall be returned to the Bidder unopened.

10. IRREGULAR BIDS

Bids shall be considered irregular for the following reasons:

- 10.1 If the bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the bid form is detached, or if all required forms (or required documentation where a set form is not mandated) have not been properly submitted.
- 10.2 If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind, which make the bid incomplete, indefinite, or otherwise ambiguous.
- 10.3 If the bid does not contain a unit or lump sum price for each pay item listed in the bid.
- 10.4 If the bid contains unit prices or lump sum prices that are obviously unbalanced.
- 10.5 If the bid is not accompanied by the bid guaranty specified by the Owner.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities, if such waiver is in the best interest of the Owner, in the sole judgment of Owner.

11. DISQUALIFICATION OF BIDDERS

A Bidder shall be disqualified from consideration for award, for any of the following reasons:

- 11.1 Submitting more than one (1) bid from the same individual, partnership, firm or corporation under the same or different name.
- 11.2 Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for this project and any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.
- 11.3 Evidence that Bidder has a financial interest in the firm of another Bidder for the same work.
- 11.5 Any other cause specified elsewhere in the Bid/Contract Documents, as determined in the sole judgment of Owner.

12. CONSIDERATION OF BIDS & BASIS OF AWARD

- 12.1 After all qualified bids are publicly opened and read, they will be evaluated based on the total bid price (with consideration to accept any or all Bid Alternates, if applicable), the Bidder's qualifications, DBE ownership or level of DBE subcontractor participation (or documented Good Faith Efforts to obtain such participation) and the Bidder's adherence to the prescribed requirements, unit prices and other data requested by the Owner.
- 12.2 The Owner may consider the qualifications and experience of the Bidder and subcontractors, suppliers and other persons and organizations proposed for portions of the work, and the operating costs, maintenance requirements, performance data and guaranties of items of materials and equipment proposed for incorporation in the work. The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and finish the work in accordance with the contract, to the Owner's satisfaction within the prescribed time. If a contract is awarded, it will be awarded to the lowest, most responsive, responsible Bidder (including alternates

awarded at Owner's discretion, if applicable) meeting all requirements of the request for bids, at the Owner's sole discretion.

13. REJECTION OF BIDS

The Greater Asheville Regional Airport Authority, in its sole discretion, reserves the right to reject any or all bids; accept or reject any or all alternates; waive technicalities, if such waiver, in the sole judgment of the Authority, is in the best interest of the Authority and conforms to applicable state and local laws or regulations pertaining to the letting of construction contracts; or advertise for new bids; to make inquiries and request clarifications of any bid; or proceed with the work otherwise. All such actions shall promote the best interest of the Greater Asheville Regional Airport Authority.

14. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Authority, a surety company issuing the Bid Bonds, Payment Bonds or Performance Bonds called for in these specifications, shall meet and comply with the following minimum standards:

14.1 General

14.1.1 All Sureties for Greater Asheville Regional Airport Authority projects must be admitted to do business in North Carolina and all bonds must be submitted on the exact forms contained within the contract documents.

14.1.2 Attorneys-in-Fact who sign Bid Bonds, Payment Bonds or Performance Bonds for Greater Asheville Regional Airport Authority projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

14.1.3 Agents of surety companies must list their name, address and telephone number on all bonds. A North Carolina registered agent must sign all bonds.

14.2 To be acceptable to the Owner as Surety, a Surety shall comply with the following minimum provisions:

14.2.1 Surety must have twice the minimum surplus and capital required by the North Carolina Insurance Code at the time of bid solicitation.

14.2.2 Surety must be in compliance with all provisions of the North Carolina Insurance Code and hold a current valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

14.2.3 Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of the Treasury).

14.3 Sureties rated through A.M. Best shall comply with the following:

14.3.1 The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

14.3.2 Surety must have fulfilled all of its obligations on all other bonds previously given to the Greater Asheville Regional Airport Authority.

15. AWARD OF CONTRACT

Within Thirty (30) calendar days of the public opening of the bids, Award may be made to the lowest responsible Bidder whose bid is responsive to the request for bids and whose qualifications indicate the award will be in the best interest of the Owner, in Owner's sole judgment. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the work in accordance with the Contract documents to the satisfaction of the Owner and within the time prescribed. The Owner reserves the right to reject the bid of any Bidder who does not pass such investigation to the Owner's satisfaction. Until the Owner's final execution and delivery of the Contract, the Owner reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Owner will be promoted.

16. EXECUTION OF THE CONTRACT

The successful Bidder shall sign (execute) and return the contract to the Owner, along with the required proofs of insurance and fully executed performance and payment bonds, within fifteen (15) calendar days after the date of written notice to award.

Upon receipt of the contract, proof of insurance and performance and payment bonds executed by the successful Bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return one fully executed original contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's bid and the terms of the contract. No work shall begin until the Owner has issued a formal Notice-to-Proceed.

17. FAILURE TO EXECUTE CONTRACT

Failure of the successful Bidder to execute the contract or furnish the required proofs of insurance and acceptable performance and payment bonds within the fifteen (15) calendar-day period shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidation of damages to the Owner.

The Owner reserves the right to cancel the award without incurring liability to the Bidder (except Owner's return of bid guaranty if appropriate) at any time before a contract has been fully executed by all parties and is approved by the Owner.

18. GENERAL BOND REQUIREMENTS

18.1 **Bid Bond or Other Security:** A bid bond, certified check, or cashier's check payable to the Greater Asheville Regional Airport Authority, in a dollar amount representing not less than five percent (5%) of the total amount bid as a guarantee to execute the work described herein shall be provided with the Bid.

18.2 **Performance Bond:** A performance bond, letter of credit, or a cashier's check, payable to the Greater Asheville Regional Airport Authority, shall be provided in the amount of one hundred percent (100%) of the total amount bid within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Contractor will promptly complete the work in accordance with the terms of the contract. All Performance Bonds must be submitted on the form contained within the contract documents.

18.3 **Payment Bond:** A separate payment bond, letter of credit, or a cashier's check, payable to the Greater Asheville Regional Airport Authority, shall be provided in the amount of one hundred percent (100%) of the total amount bid within fifteen (15) calendar days from

the date of written notice of award. The payment guaranty assures that the Contractor will promptly pay in full all bills and accounts for materials and labor used in the completion of the work. All Payment Bonds must be submitted on the form contained within the contract documents.

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PROPOSAL FORM 1: BIDDER'S CERTIFICATION

TO: **Greater Asheville Regional Airport Authority**
61 Terminal Drive, Suite 1
Fletcher, NC 28732

PROJECT: **FAA LLWAS Tower Relocation**

BIDDER: _____

BIDDER'S ADDRESS: _____

DATE: _____

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

(Name)

(Telephone Number)

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned declares that he has carefully examined this Request for Bid and all Bid Documents and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and carefully estimated on the work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans of underground structures relating to the work and that if any have been given or made, they are to be considered solely as a base for filling out and preparing several proposals.

The undersigned proposes to furnish all labor, equipment material required for the above outlined construction at the airport known as Asheville Regional Airport located in Buncombe County, North Carolina in accordance with the accompanying bid documents for the sums specified herein, subject to additions and deductions according to the specifications and in all respects to the terms thereof.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified. It is understood that the OWNER reserves the right to accept or reject any or all bids and to waive any informalities. Wages not less than the minimum rates or wages, as pre-determined for this project by the Secretary of the U.S. Department of Labor, were used in the preparation of this proposal. It is agreed that the description under each item, being stated, implies although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals and constitute bidders obligations as described in the specifications, and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The Owner reserves the right to award any, all, or none of the alternate bid items if applicable.

Enclosed herewith is the Proposal Bond in the form specified herein which is submitted as a guarantee of the good faith of the Proposal. The Bidder agrees that, upon receipt of notice to award, he will, within 15

calendar days, execute the Contract in accordance with the Proposal as accepted, and satisfy the Contract bonding and insurance requirements stipulated herein; and that upon his failure or refusal to do so, the Proposal Bond accompanying his bid shall be forfeited to and become the property of the OWNER as liquidated damages for such failure or refusal.

ADDENDA

The Bidder hereby acknowledges that he has received the following Addenda:

Addendum # _____ Date: _____
Addendum # _____ Date: _____

Addendum # _____ Date: _____
Addendum # _____ Date: _____

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, are included in the stated bid prices. It is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices. The contractor shall include on the attached bid form the total sum of all taxes included in each of the bid prices.

NOTE: THE BID PRICES SET FORTH ON THE ATTACHED SHEETS SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT.

(CORPORATE SEAL)

ATTEST:

BIDDER:

Signature

Name of Company

By: _____

Signature

Title: _____

By: _____

PROPOSAL FORM 2: PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered.

STATE OF _____)

COUNTY OF _____)

_____ of lawful age, being first duly sworn, upon his oath, deposes and says: That he executed the accompanying Proposal on behalf of the Contractor therein named, and that he had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal or Proposals, until after the sealed Proposal or Proposals are opened.

Signed: _____

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

My Commission Expires:

Notary Public

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PROPOSAL FORM : BID FORM

BIDDER: DACO Construction Company, Inc. Date: 2-19-2016

1. Price: Includes all labor, materials, and equipment, etc. required to complete project.
2. In submitting this bid, I certify:
 - a. Items bid are in exact accordance with specifications, unless noted in bid.
 - b. Prices in this bid have been arrived at independently, without consultation or agreement with any competitor for purpose of restricting competition.
3. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal, which includes initials on each bid form sheet, shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

ASHEVILLE REGIONAL AIRPORT - BID SCHEDULE

Airport: Asheville Regional Airport
 Project: FAA LLWAS Tower Relocation

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
BID SCHEDULE - FAA LLWAS TOWER RELOCATION					
GP-105-2.1	MOBILIZATION at <u>Eleven thousand</u> dollars and <u>10</u> cents	1	LS	\$ <u>11,000.00</u>	\$ <u>11,000.00</u>
LLWAS-001	CONSTRUCT LOW-LEVEL WINDSHEAR ALERT SYSTEM, FACILITY, ACCESS ROAD, AND SITE at <u>two hundred eight thousand nine hundred ninety-seven</u> dollars and <u>no</u> cents	1	LS	\$ <u>208,997.00</u>	\$ <u>208,997.00</u>

SUMMARY

TOTAL AMOUNT OF BASE BID SCHEDULE (IN WORDS)	
<u>Two hundred nineteen thousand nine hundred ninety-seven</u> Dollars	
<u>no</u> Cents	
Total Bid Schedule Amount	\$ <u>219,997.00</u>
Sum of Taxes Included in Base Bid Schedule	\$ <u>3,586.57</u>

Name of Bidder (Typed or Printed): DACO Construction Company, Inc.

Signature of Bidder (Same as Proposal Form): 

Date available to commence: April 15, 2016 Title: Vice President

But need award as soon as possible
to get materials and subcontractors hired.

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PROPOSAL FORM 4: PROPOSAL BOND

Bond No. _____

(Not to be filled in if a Cashier's check is submitted)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Bidder, _____, as Principal, and _____, as Surety, firmly bound unto the **Greater Asheville Regional Airport Authority** in the sum of _____ dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

- 1. Does not withdraw the attached Proposal (base bid) of _____ dollars (\$ _____) for the improvement of **Asheville Regional Airport** for a period of ninety (90) days after the date on which the bids are opened; and
- 2. Enters into the written contract and furnishes the required Certificates of Insurance, Payment and Performance Bonds, with Surety or Sureties acceptable to the **Greater Asheville Regional Airport Authority**, within fifteen (15) days after notice that the said Proposal is accepted, then this obligation shall be void; otherwise the same shall be in full force and the full amount of this Proposal Bond shall be paid to the **Greater Asheville Regional Airport Authority** as stipulated herein as liquidated damages.

Signed this ____ day of _____, 20__.

(PRINCIPAL MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY OR INDIVIDUAL)

Principal

THE PERSON SIGNING FOR THE PRINCIPAL SHALL, IN HIS OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS AUTHORITY TO BIND THE CORPORATION.

By: _____
Title

(Affix Surety's Corporate Seal)

Surety

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PROPOSAL FORM 5: SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

Before me the undersigned authority, personally appeared _____ Who, being duly sworn deposes and says that he is a duly authorized (resident) (non-resident) insurance agent, properly licensed under the laws of the State of _____, and the State of North Carolina, to represent _____ of _____, a company authorized to make corporate surety bonds under the laws of the State of North Carolina (the "Surety").

Said _____ Further certifies that as agent or attorney-in-fact for the said surety, he has signed the attached bond in the sum of _____ (U.S. \$ _____) on behalf of _____

to the **Greater Asheville Regional Airport Authority** covering FAA LLWAS Tower Relocation at Asheville Regional Airport.

Said _____ Further certifies that the premium on the said bond is \$ _____ which will be paid in full directly to the surety or to him as agent or attorney-in-fact, and included in his regular commission as agent or attorney-in-fact, for the execution of said bond and that his commission will not be divided with anyone except to who is a duly authorized insurance agent properly licensed under the laws of the State of North Carolina.

Countersigned:

Surety

North Carolina Resident Agent

Attorney-in-Fact

Address of Resident Agent

Acknowledgment for
Attorney-in-Fact

Sworn to and Subscribed
Before me this _____ Day of _____, 20____.

Address of Bond Company

Notary Public, State of _____

Phone Number

My commission expires: _____

Fax Number

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PROPOSAL FORM 6: NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1. (S)He is _____ of _____, the Bidder that has submitted the attached Bid;

2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Greater Asheville Regional Airport Authority or any person interested in the proposed Contract; and,

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

(Signature)

(Title)

Subscribed and Sworn to before me of this _____ day of _____, 20____.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____
_____ County,

My commission expires: _____

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**PROPOSAL FORM 7:
EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT
as Required by 41 CFR 60-1.7 (b)**

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime Contractor and proposed Subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the Contract whether it has participated in any previous Contract or Subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime Contractor or proposed Subcontractor which participated in a previous Contract subject to Executive Order 10925, 11114, or 111246 has not filed a report due under the applicable filing documents, no Contract or Subcontract shall be awarded unless such Contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid.

1. The Bidder (proposer) has () has not () developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (proposer) has () has not () participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 10925, or Executive Order 111114, or Executive Order 11246.
4. The Bidder (proposer) has () has not () filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) has () has not () submitted all compliance reports on connection with any such Contract due under the application filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontractors.
5. The Bidder (Proposer) does () does not () employ fifty (50) or more employees.

If the Bidder (Proposer) has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished to Contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, DC 20506

(Name of Bidder)
By: _____
Signature*
Title: _____
Date: _____

*Must be same signature on Bid Proposal

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PROPOSAL FORM 8: BUY AMERICAN CERTIFICATION

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

Date

Signature

Company Name

Title

**PROPOSAL FORM 9:
CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

Certification--The information above is true and complete to the best of my knowledge and belief.

Name of Signer (Please Print)

Title

Signature of Contractor

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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**PROPOSAL FORM 10:
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION STATEMENT**

By completing this form you should identify and document whether you will meet the Greater Asheville Regional Airport Authority's DBE participation goal for this project (7.9%), and if not, you should identify and document your good faith efforts to meet the goal.

CERTIFIED W/M/DBE LIST

W/M/DBE Firm Name(s)	Type of Work / Specialty	\$ Value of Work	Percent of Work
1. _____	_____	\$ _____	_____ %
2. _____	_____	\$ _____	_____ %
3. _____	_____	\$ _____	_____ %
4. _____	_____	\$ _____	_____ %
5. _____	_____	\$ _____	_____ %
6. _____	_____	\$ _____	_____ %
7. _____	_____	\$ _____	_____ %
8. _____	_____	\$ _____	_____ %

The undersigned bidder/offeror has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- The bidder/offeror is committed to a minimum of _____ % W/M/DBE utilization on this Trade Package.
- The bidder/offeror, while unable to meet the established goal, hereby commits to a minimum of _____ % W/M/DBE utilization on this Trade Package and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Estimated Value of Base Bid \$ _____

Total of W/M/DBE Subcontract Work \$ _____

The undersigned hereby further assures that the information included herein is true and correct, and that the W/MBE and or DBE firm(s) listed herein, have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Greater Asheville Regional Airport Authority.

Bidder's/Offeror's Firm Name

Authorized Signature

Date

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**PROPOSAL FORM 11:
DBE LETTER OF INTENT**

(This page shall be submitted for each proposed DBE firm)

Bidder/Offeror Name: _____
Project Name: _____
Trade Package Name: _____

W/M/DBE Firm: Name: _____
Address: _____
City: _____ State: _____ Zip: _____

W/M/DBE Contact Person: Name: _____ Phone: (____) _____

<i>Work items(s) to be performed by W/M/DBE Firm</i>	<i>Certifying Agency</i>	<i>Quantity</i>	<i>Total Value of Work</i>

The bidder/offeror is committed to utilizing the above-named W/M/DBE firm for the work described above. The estimated participation is as follows:

Total W/M/DBE contract amount: \$ _____

Affirmation:

The above-named W/M/DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature of W/M/DBE Firm's Authorized Representative) (Date)

(Title)

**In the event the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*

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**PROPOSAL FORM 13:
E-VERIFY AFFIDAVIT**

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ___ day of _____, 20__.

Signature of Affiant: _____

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to before me, this the _____ day of _____, 20__.

Notary Public _____

My Commission Expires _____

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**PROPOSAL FORM 14:
STATEMENT OF BIDDER'S QUALIFICATIONS**

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH THE BID. ANY CHANGES WHICH AFFECT THE BIDDER'S ORGANIZATIONAL STRUCTURE, QUALIFICATIONS OR LICENSES SHALL BE REPORTED IMMEDIATELY TO THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY. FAILURE TO UPDATE CHANGES WHICH MAY AFFECT THE BIDDER'S RESPONSIBILITY MAY BE GROUNDS FOR DECLARING THE BIDDER NONRESPONSIVE FOR THIS BID OR FUTURE BIDS WITH GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY.

Submitted By: _____

() Corporation - Date of Incorporation _____ State of Incorporation _____
If Out of State Corporation is currently authorized to do business in North Carolina
give date of such authorization: _____.

() Partnership - Date of Organization _____
Nature of Partnership: General _____
Limited _____
Association _____

() Individual - Name and Address of Owner _____

() Joint Venture - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

() Other - Explain _____

Parent Company Office Address (if any): _____

Principle Office Address: _____

Person to Contact: _____

Title: _____ Telephone No.: _____

List Type(s) of Work Performed: _____

The signor of this statement of qualifications guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to inquiries made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested and deemed necessary by the Asheville Regional Airport Authority to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a General Contractor under your present name? _____
2. Under what other or former names has your organization operated? _____
3. List below your organization's Officers, Owners or Partners, as well as any Shareholders if organization is a closely-held Corporation:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION

4. If the answer to any of the questions below is YES, please attach details. Reference the sheet number to the question number.

4.1 Has your organization ever failed to complete any work awarded to it? _____
See Sheet No. _____

4.2 Has your organization ever defaulted on a contract? _____
See Sheet No. _____

4.3 Has your organization ever been terminated by the Owner of a Project? _____
See Sheet No. _____

4.4 Are there any judgments, claims, arbitration proceedings or law suits pending or outstanding against your organization or its officers? _____
See Sheet No. _____

4.5 Has your organization filed any lawsuits or requested arbitration or defended same with regard to construction contracts within the last five (5) years? _____
See Sheet No. _____

5. Has your organization ever been refused registration by any federal, state or municipal agency as a Prequalified Bidder or Qualified Bidder?

If so, for what type of work: _____

Give details and reason: _____

6. Give below any information which would indicate the size and capacity of your organization,

including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:

(use extension sheet if necessary and reference sheet number herein: _____)

7. Attach resumes of key personnel, including superintendents for field management. The resume shall include the following information:

7.1 Name and present position or capacity

7.2 Years of related construction experience, type of work, position or capacity and cost range

7.3 Brief education and professional registrations

8. List the type of work normally provided by your own work forces:

9. Identify the last five (5) prime contracts completed in the past five (5) years by your organization which demonstrate past experience on types of work outlined in this request. The list shall include the following information: (reference sheet numbers herein: _____)

10.1 Project Title and Location

10.2 Contractor or Subcontractor

10.3 Contract Amount and Date of Contract

10.4 Date Completed

10.5 Project Manager or Superintendent

10.6 Required Completion Date

10.7 Name, Address and Telephone Number of Owner

10.8 Designing Architect/Engineer and Address

10. List no less than three (3) financial references:

11. Please answer the following safety questions:

11.1 Does your safety & health program comply with OSHA's HAZCOM Program (Right-to-Know)?

11.2 Are you in compliance with OSHA's Process Safety Management Standards?

11.3 Does your company have a substance abuse program designed to provide a drug-free workplace?

11.4 Have your on-site supervisors completed the OSHA 30 or 10-hour training course?

11.5 Are your foremen trained in Safety and CPR?

11.6 Do you require your job-site foremen to attend safety meetings? If yes, how frequently?

11.7 Are weekly toolbox safety meetings required? If yes, how frequently?

11.8 Do you conduct regular documented safety audits? If yes, how frequently and are they in writing?

11.9 Do you have an Incident Investigation process? If yes, what types of incidents are investigated and by whom? Please describe.

11.10 Do you require your subcontractors to meet the safety standards you employ? If yes, how?

12. What is the largest contract (dollar cost) ever performed by your organization:

13. What is the dollar value of the largest project you consider your organization is qualified to undertake? _____
14. Attach a financial statement consisting of a report of the bidder's financial resources and liabilities as of the last calendar year or the firm's last fiscal year that has been certified by a certified public accountant (CPA).

Dated at _____, this _____ day of _____, 20____.

Name of Organization

By: _____
Printed

By: _____
Signature

Title

Mailing Address

City, State, Zip

Telephone Number

Contact Person

STATE OF _____)

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____ who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid
this _____ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number _____

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

THIS AGREEMENT made and entered into this _____ day of _____
by and between the **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY** (Party of the First Part,
hereinafter called the Owner) and **DACO CONSTRUCTION COMPANY, INC.** (Party of the Second Part,
hereinafter called the Contractor).

WITNESSETH:

That the said Contractor has agreed and by these presents does agree with the said Owner, for the consideration herein mentioned in his proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in good firm, substantial, and workmanlike manner, the work specified in strict conformity with the drawings, and the specifications hereinafter set forth, which drawings and specifications together with foregoing Proposal made by the Contractor, the Instructions to Bidders, Mandatory Contract Provisions, Special Conditions, General Provisions, Technical Specifications and this Agreement constitute the contract. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal, at the Asheville Regional Airport, to-wit:

Project Name: FAA LLWAS Relocation

The Contractor shall commence the work with adequate forces and equipment on a date to be specified in a written order of the Owner and shall complete the work within **45** Calendar Days, from and including the date stipulated in the "Notice to Proceed."

The Contractor shall fully guarantee his workmanship and materials furnished for a period of one year following the date of final acceptance of the work. The performance and payment bonds shall remain in full force for this one year period.

If Contractor fails to complete the Work by the date specified herein for achievement of Substantial Completion, such as date may be adjusted pursuant to the Contract Documents, Owner shall deduct from progress payments or any other funds remaining due to Contractor or, if no funds remain due, Contractor shall pay to Owner the amount specified under Subsection 80-08 of the General Provisions for each day that the Work remains uncompleted beyond the specified Substantial Completion Date for each phase of work. Such sum is hereby, in view of the difficulty of estimating such damages, agreed upon, fixed and determined by Contractor and Owner as the liquidated damages that Owner shall suffer by such default and not by way of penalty.

The Owner shall pay and the Contractor shall receive the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished and accepted and done by the Contractor in an acceptable manner, \$219,997.00, which sum shall be paid in the manner and terms specified in the Contract Documents but, before issuance of certificates of payments if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such just claim.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the first party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be

adequate to cover the performance of the work, the second party shall at its expense, within five days after the receipt of notice from the first party so to furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the first party.

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina. Venue for any actions arising out of the Agreement will lie in Buncombe County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate, this _____ day of _____, 20_____.

Greater Asheville Regional Airport Authority:

By:

Signature

Print Name and Title

Attested By:

Contractor:

By:

Signature

Print Name and Title

Attested By:

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

Finance Officer

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE **DACO CONSTRUCTION COMPANY, INC.** of the State of _____ and County of _____ hereinafter, known as the Principal, and _____ a corporation chartered and existing under the laws of the State of _____ and _____ duly authorized to do business in the State of North Carolina as Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority hereinafter known as the Owner, in the penal sum of Two Hundred Nineteen Thousand, Nine Hundred Ninety-Seven Dollars (\$219,997.00) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which it agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such that the above bound Principal shall faithfully and fully carry out and comply with the terms and conditions of said contract, to complete the work therein specified and in the event Contractor fails to perform, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alterations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the Owner and Owner's Agents harmless against any claims for using any form of material process, composition or anything which is patented, and likewise indemnify and save the Owner and the Owner's Agents harmless against all claims for damages by reason of any default or negligence, want of skill or care on the part of said Principal or Agents in and about the performance of said contract, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work or to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgment based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof, except and to the extent that this bond provides Owner with greater or additional rights than those set forth in Chapter 44A, Article 3. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor,

services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this _____ day of _____, 20____, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in the presence of:

Principal

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

As to Surety:

Signed, sealed and delivered in the presence of:

Surety

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE **DACO CONSTRUCTION COMPANY, INC.** of the State of _____ and County of _____ hereinafter, known as the Principal, and _____, a corporation chartered and existing under the laws of the State of _____ and duly authorized to business in the State of North Carolina as Surety, are held and firmly bound unto the Greater Asheville Regional Airport Authority hereinafter known as the Owner, in the penal sum of Two Hundred Nineteen Thousand, Nine Hundred Ninety-seven Dollars (\$219,997.00) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW should the above named Principal and all subcontractors, if any, to whom any portion of the work provided for in the attached contract is sublet and all assignees of the said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgement based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this _____ day of _____, 20_____, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in the presence of:

Principal

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

As to Surety:

Signed, sealed and delivered in the presence of:

Surety

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

Approved as to form:

Owner's Attorney

FINAL RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars (\$ _____), paid by the Greater Asheville Regional Airport Authority, hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for Bid Schedule(s) _____, does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____, 20 ____, known as _____ except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and material suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20____.

WITNESSES:

CONTRACTOR

By: _____

STATE OF _____

Title: _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____.

(NOTARY SEAL)

NOTARY PUBLIC
My Commission Expires:

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MANDATORY FEDERAL CONTRACT PROVISIONS

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5/22/2014

ACCESS TO RECORDS AND REPORTS

(49 CFR Part 18.36(i), 49 CFR Part 18.42)

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

AFFIRMATIVE ACTION REQUIREMENT

(41 CFR Part 60-4, Executive Order 11246)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

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

Timetables

Goals for minority participation for each trade	(8.5%)
Goals for female participation in each trade	(6.9%)

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

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 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.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Asheville, NC**.

5/22/2014

BREACH OF CONTRACT TERMS

(49 CFR Part 18.36(i)(1))

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 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.

BUY AMERICAN CERTIFICATION
(49 USC § 50101)

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

A bidder or offeror must submit the appropriate Buy America certification (see proposal forms) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

CIVIL RIGHTS - GENERAL
(49 USC § 47123)

General Civil Rights Provisions

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

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES
(49 USC § 47123)

Title VI Solicitation Notice**(Appendix 4, FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)**

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

Title VI Clauses for Compliance with Nondiscrimination Requirements**(Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)**

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

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Authorities
(Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL
(49 CFR § 18.36(i)(12))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(49 CFR § 18.36(i)(6))

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

5/22/2014

COPELAND “ANTI-KICKBACK” ACT
(49 CFR § 18.36(i)(4), 29 CFR Parts 3 & 5)

The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti-Kickback” Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act requirements required to be inserted in solicitations, contracts or subcontracts.

DAVIS BACON REQUIREMENTS
(49 CFR § 18.36(i)(5))

1. Minimum Wages

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

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their

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

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

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

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

2. Withholding.

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

3. Payrolls and basic records.

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

registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) 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 (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) 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 (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor,

applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

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

performed until an acceptable program is approved.

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

5. Compliance With Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE
(49 CFR Part 26)

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

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the Greater Asheville Regional Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Greater Asheville Regional Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

5/22/2014

ENERGY CONSERVATION REQUIREMENTS
(49 CFR Part 18.36(i)(13))

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

EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS

(41 CFR § 60-1.4, Executive Order 11246)

EQUAL OPPORTUNITY CLAUSE

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not

excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor

shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

5/22/2014

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(29 USC § 201, et seq.)

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: 29 USC Section 201, et seq. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(49 CFR Part 20, Appendix A)

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.

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.

NONSEGREGATED FACILITIES REQUIREMENT

(41 CFR § 60-1.8)

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

5/22/2014

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
(20 CFR part 1910)

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

OSHA can provide information regarding any specific clauses or assurances pertaining to the Occupational Safety and Health Act of 1970 required to be inserted in solicitations, contracts or subcontracts.

5/22/2014

RIGHT TO INVENTIONS

(49 CFR part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TERMINATION OF CONTRACT

(49 CFR part 18.36(i)(2))

1. The Authority may, by written notice, terminate this contract in whole or in part at any time, either for the Authority's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Authority.
2. If the termination is for the convenience of the Authority, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Authority may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the Authority for any additional cost occasioned to the Authority thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Authority. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION

(49 CFR part 30)

Trade Restriction Clause

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

VETERAN'S PREFERENCE
(49 USC § 47112(c))

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

5/22/2014

TEXTING WHILE DRIVING
(Executive Order 13513, DOT Order 3902.10)

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), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

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GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

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

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

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

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIRPORT IMPROVEMENT PROGRAM (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-05 AIR OPERATIONS AREA (AOA). For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM INTERNATIONAL (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-08 AWARD. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

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

10-11 CALENDAR DAY. Every day shown on the calendar. The total contract duration set forth in the Contract Documents includes normal inclement weather days encountered at the Project site, as well as observed holidays listed below. The Contractor shall be charged for each calendar day during the term of construction including observed holidays defined below and inclement weather days normally encountered at the Project site. Normal inclement weather days are established as the average days per month that the project site receives more than 0.5" of precipitation based on previous three (3) years of weather data from the National Oceanographic and Atmospheric Administration (NOAA):

Month	Normal inclement weather days	Month	Normal inclement weather days
January	3	July	6
February	1	August	4
March	1	September	3
April	4	October	2
May	4	November	2
June	5	December	4

**Baseline Normal Inclement Weather Days
NOAA Weather Station – Asheville Regional Airport, NC**

If the Contractor is unable to work at least 50% of the normal work day on pre-determined controlling work items due to abnormal inclement weather conditions (at least 0.5” of precipitation observed in a 24-hour period or inclement winter weather conditions that preclude work), the Contractor may not be charged a calendar day. The Contractor is responsible for submitting all data and records to justify not being charged a calendar day due to inclement weather. An extension in contract time will only be granted if the number of inclement weather days in the contract duration exceeds the number of baseline normal inclement weather days as provided in the table above.

Contract time shall be based upon calendar days counting from the effective date of the Notice to Proceed and including Saturdays, Sundays, observed holidays defined below, and other non-work days.

The number of days denoted in the Contract for contract time includes all weekend days and observed holidays. Observed Legal Holidays for which a calendar day shall be charged, but which the Contractor shall not be allowed to work area as follows:

- New Year's Day
- Memorial Day and the Saturday/Sunday prior to Memorial Day
- July 4th
- Labor Day and the Saturday/Sunday prior to Labor Day
- Thanksgiving and the Friday and Saturday after Thanksgiving
- Christmas Day

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract. Also called a Contract Amendment (CA).

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to Bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days, stated in the proposal, allowed for completion of the contract, including authorized time extensions.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 CONTRACTOR'S LABORATORY. The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18a DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-19 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative. The Engineer shall be understood to be the Engineer of the Owner or the Owner's duly authorized representative.

10-19a EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-22a FOD. Foreign object debris (FOD) is any object located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft. The contractor shall take necessary measures to prevent and eliminate FOD.

10-23 FORCE ACCOUNT. Force account work is planning, engineering, or construction work done by the Sponsor's employees. It is also construction performed by the Contractor through the use of material, equipment, labor, and supervision which includes an allowance for overhead and profit where no bid item or established payment provision is provided within the contract documents.

10-24 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

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

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

10-27 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27A LIQUIDATED DAMAGES. Monetary damages paid by the Contractor to the Owner for each calendar day or night after the applicable time has elapsed until the work is completed and accepted by

the Owner and Engineer. Refer to Section 80 for a listing of liquidated damages applicable to this contract.

10-28 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29A NIGHT TIME WORK HOURS. Night time work hours on the airfield will be required when construction operations includes work on a runway or work immediately adjacent to a runway or locations where traffic cannot be diverted around a specific taxiway complex. Night work hours will generally be defined as from 0000 hours to 0530 hours each night. In order to open the airfield to aircraft operation, the Contractor shall have an affected pavement swept and cleaned; all affective pavement and infield areas graded to FAA standards; and all affected airfield electrical components operational as before work began. Only the Owner or their designated representative has the authority to determine if the work area is acceptable for aircraft operations. Liquidated damages detailed in Section 80 of these General Provisions will be applied for the Contractor's exceeding the time limit for night work.

10-30 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-31 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract.

10-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-35 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-37 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-38 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-38A RESIDENT PROJECT REPRESENTATIVE (RPR). An authorized representative of the Owner assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-40 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-41 SPONSOR. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport. Same as definition above of "Owner."

10-42 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-43 SUBGRADE. The soil that forms the pavement foundation.

10-44 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-45 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-47 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-48 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). The Owner, or their authorized agent, shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids. If the Owner prequalifies bidders, they shall publish the advertisement at such places and at such times as are required by local law or ordinances.

20-02 QUALIFICATION OF BIDDERS. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective Bidder should such Bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective Bidder.
- c. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.
- e. Contractor has an interest in any litigation or arbitration or other type claim against the Owner or Engineer.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result

of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree 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 of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.

20-08 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following but not limited to reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced as interpreted by the Owner and Engineer.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner. The proposal guaranty shall be in the amount of 5% of the maximum bid price submitted.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by **email** before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by email request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A Bidder shall be considered disqualified for any of the following but not limited to reasons:

a. Submitting more than one proposal 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 Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

d. Where the Bidder has an interest in any litigation or arbitration or other type claim against the Owner or Engineer.

e. Lack of competency as revealed by the Statement of Bidder's Qualifications.

f. Uncompleted work which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

g. Previous projects where, in the judgment of the Owner, the Bidder performed unsatisfactorily and did not complete and close out the project in a timely manner resulting in the Owner not being able to close out the project with various funding agencies and resulting in the Owner potentially or actually losing planned funding for other projects.

END OF SECTION 20

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a Bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.

b. If the Bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 90 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified Bidder whose proposal conforms to the cited requirements of the Owner.

30-03 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 is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the three (3) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date of written notice of award to the successful bidder.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40

SCOPE OF WORK

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

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

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

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

For AIP contracts, all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

40-03 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the

requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

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

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

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

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

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

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the

work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

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

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

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

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

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

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

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

END OF SECTION 40

SECTION 50

CONTROL OF WORK

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

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

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

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

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

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

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

The Owner shall keep the FAA advised of the Engineer's determinations as to acceptance of the work that is not in reasonably close conformity with the contract, plans, and specifications. Change orders or supplemental agreements must bear the written approval of the FAA. FAA approval is required before performing change order work in excess of \$10,000.

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

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

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor shall furnish, at his expense, all horizontal and vertical control, all staking and layout of construction work called for on the plans and in accordance with the technical specifications. The Engineer and Owner shall not be responsible for such work. However, the Owner and Engineer reserve the right to check all said lines, grades, and

measurements with their appointed surveyor(s). Should the Owner's surveyor detect errors in said lines, grades, and measurements, the Contractor shall pay for all said surveying costs and subsequent surveying costs performed to verify correction of errors found in said lines, grades, and measurements.

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

The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

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

Construction Staking and Layout includes but is not limited to:

1. Clearing and Grubbing perimeter staking.
2. Rough Grade slope stakes at 100-foot stations
3. Drainage Swales slope stakes and flow line blue tops at 50-foot stations
4. Subgrade blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:
 - a. Runway – minimum 5 per station
 - b. Taxiways – minimum 3 per station
 - c. Holding apron areas – minimum 3 per station
 - d. Roadways – minimum 3 per station
5. Base Course blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:
 - a. Runway – minimum 5 per station
 - b. Taxiways – minimum 3 per station
 - c. Holding apron areas – minimum 3 per station
6. Pavement areas:
 - a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
 - b. Between Lifts at 25-foot stations for the following section locations:
 - (1). Runways – each paving lane width
 - (2). Taxiways – each paving lane width
 - (3). Holding areas – each paving lane width
 - c. After finish paving operations at 50-foot stations
 - (1). All paved areas – Edge of each paving lane prior to next paving lot
 - d. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50 foot offsets
7. Fence lines at 100-foot stations
8. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs),

Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.

9. Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
10. Painting and Striping layout (pinned with 1.5 in PK nails) marked for paint Contractor. (All nails shall be removed after painting)
11. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

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

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

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

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

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

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

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

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

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

The Engineer and/or his authorized representative shall have full authority to inspect all materials on the project site, test all materials at as many locations and at any frequency he deems necessary to satisfy himself that the final in-place product meets the requirements of the plans and specifications.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

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

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds

upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract. Partial acceptance of any part of the work shall not constitute acceptance from a warranty standpoint. The warranty for any work completed and accepted shall not begin until the entire project is complete and accepted by the Owner.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the recommendation for final acceptance and notify the Contractor in writing of the Owner's acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

END OF SECTION 50

SECTION 60

CONTROL OF MATERIALS

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

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

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

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

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

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

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

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

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Owner shall pay for all passing acceptance tests. The Contractor shall pay for all failing acceptance tests. Charges for failing tests will be deducted from the Contractor's earnings at the end of the project at the time of final payment. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer or his authorized representative. The Contractor shall be responsible for notifying the Owner authorized testing laboratory to pick up the test samples. The Engineer reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and insure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

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

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

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

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

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

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

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

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

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

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

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

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

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

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

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

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

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, Engineer, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner and Engineer for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work. The Contractor shall be required to include the Owner and Engineer as additional insureds on his insurance policies to protect the Owner and Engineer against all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright and any costs, expenses, and damages which it may be obliged to pay by reason of an infringement.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work.

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

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

70-05 FEDERAL AID PARTICIPATION. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

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

Smoking is prohibited on all Airport property.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 4 feet apart. Except as otherwise noted in the plans for lighted runway closure markers, no separate payment will be made for barricades, warning signs, and hazard markings.

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 on Uniform Traffic Control Devices.

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

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

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

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards as indicated on the plans or as directed by the Engineer prior to commencing work that requires such

erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-09 USE OF EXPLOSIVES. Explosives may only be used for this project if approved by the Owner and AOR.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

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

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

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described in the contract drawings.

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

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

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

Contractor shall be required to conform to safety standards contained AC 150/5370-2, latest change.

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

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

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

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as follows:

<u>Utility</u>	<u>Contact</u>
Utility Locate	811
Duke Energy - Electric	800-452-2777
PSNC Energy – Natural Gas	877-776-2427
Buncombe County Metropolitan Sewerage District	828-525-0061
AT&T	800-288-2020
City of Asheville - Water	828-251-1122
Asheville Regional Airport / FAA	828-684-2226

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

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

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

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations. Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

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

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

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

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

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

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

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

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

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

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

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

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens,

chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

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

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner and Engineer will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least 40 percent of the total contract cost.

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

80-02 NOTICE TO PROCEED. The Notice to Proceed shall be issued by the Owner.

The Contractor shall begin the work to be performed under the contract within not more than ten (10) calendar days of the date set by the Owner in the written notice to proceed, but in any event, the Contractor shall notify the Owner and Engineer at least 48 hours in advance of the time actual construction operations will begin.

80-03 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 calendar days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

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

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

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

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey

instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction, latest change.

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

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

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

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

Contractor shall immediately comply with any safety instruction or direction issued by the Owner or Owner's Representative.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

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

In addition, the following requirements shall apply concerning all workers utilized on the project:

a. The Contractor shall provide and maintain, continually on the project site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work. The Contractor shall provide a capable superintendent acceptable to the Owner. Such representative shall be able to read, write and speak English fluently and shall be authorized to receive instructions from the Engineer or his authorized representative. Said superintendent shall have authority to see that the work is carried out in accordance with the Contract Documents and in a first class, thorough and workmanlike manner in every respect.

b. Incompetent, disorderly, intemperate or incorrigible employees of any authority level shall be dismissed from the project by the Contractor or his representative when requested by the Engineer or the

Owner, and such persons shall not again be permitted to return to the work without the written consent of the Owner.

c. The Contractor agrees to indemnify and hold the Owner and Engineer harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction and performance of the Contract.

d. The Contractor shall provide at the request of the Owner such reasonable information about his employees as may be necessary, including in part, name, address and social security number.

e. Any employee of the Contractor or any subcontractors who violate the badging requirements or leaves unbadged individuals in the Airport Operations Area (AOA) or the Secured Identification Display Area (SIDA) without properly badged individuals will be removed from the Airport and not be allowed back onto the Airport without prior approval by the Owner. Refer to the Special Conditions for Contractor Badging Requirements.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

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

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

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

for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

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

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

a. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonwork days. All calendar days or nights elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

b. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or increment, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Critical Milestone / Schedule	Liquidated Damages Cost	Allowed Duration
Project Completion	\$500 per calendar day	45 calendar days from Notice to Proceed

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

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following, but not limited to, reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

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

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

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

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

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

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 400 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of the centerline of an active runway at any time.

END OF SECTION 80

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

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

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

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

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

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

Cement will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

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

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

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

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

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

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

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

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman including supplemental benefits, payroll taxes, insurance premiums and other reasonable charges that are paid by the Contractor pursuant to existing written agreements with employees and/or labor organizations.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

For Contractor self-owned equipment, the maximum rate paid for equipment will be determined based upon the following factors:

(i) The base hourly rates shall be the daily rate as listed in the current Rental Rates for Construction Equipment prepared by Associated Equipment Distributors latest edition, divided by eight (8). Where no daily rate is listed, the daily rate will be determined by dividing the monthly rate by 10.

(ii) The first 20 hours will be paid at 90 percent of the above based hourly rate. For 21 to 40 hours, the rate will be 80 percent of the above base hourly rate. For over 40 hours, the rate will be 45 percent of the above base hourly rate.

(iii) The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on a specified force account job.

(iv) For rented equipment, such equipment will be paid for based upon rental cost as approved by the Engineer. Invoices showing rental charges must be submitted to the Engineer for such payment.

(v) For use of all equipment when, in the opinion of the Contractor and as approved by the Engineer, suitable equipment is not available on the site, the movement of required equipment to and from the site will be paid for at actual cost.

(vi) Equipment to be used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for force account work. The Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

(vii) In the event that a rate is not established in the Associated Equipment Distributors Rental Rates, latest edition, for a particular piece of equipment or plant, the Owner shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials to the site.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(6) Profit and Overhead. Profit and overhead amount shall be combined and computed at no more than fifteen (15) percent of the following:

(i) Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor related fringe benefit payments as defined in (1) above, but not including the overtime additive payments. Profit and overhead shall not be paid on the premium portion of overtime.

(ii) Total Cost of Materials as defined in (3) and (4) above.

(iii) If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined in (1) through (5) above, or on such other basis as may be approved by the Owner. Contractor's profit and overhead on subcontractor's work shall be computed at fifteen (15) percent as limited in this section. Subcontractor's profit and overhead amount shall be computed at five (5) percent of materials and direct labor to cover the subcontractor's profit, superintendence, administration, insurance and other overhead. For purposes of computing profit and overhead, only one level or tier of subcontractors will be allowed.

(7) Overhead shall be defined to include the following items:

(i) Premium on bond.

(ii) Premium on insurance required by the State, Workmen's Compensation Insurance, public liability and property damage insurance, unemployment insurance, federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his employee.

(iii) All salary and expenses of executive officers, supervising officers or supervising employees.

(iv) All clerical or stenographic employees.

(v) All charges for minor equipment such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services.

(vi) All drafting room accessories such as paper, tracing cloth, blueprinting, etc.

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

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the

subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, The balance 90 percent of the amount payable, less all previous payments, shall be certified for payment.

When at least 95 percent of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The amount of retainage withheld from the Contractor's monthly partial payments shall be 10%.

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

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used. No partial payment will be made for stored or stockpiled living or perishable plant materials. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

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

Should elements of work require delay in final payment due to seasonal or other reasons, the Owner may retain or withhold an agreed upon amount from items of work associated with the delayed items and hold that retainage, even after final payment less the retained amounts, until the Contractor has fulfilled the elements of work delayed to the satisfaction of the Owner. The Owner shall release the retained amount after all associated work for which the delay item has been accepted by the Owner.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-09 CONSTRUCTION WARRANTY.

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

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

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

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

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

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

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

90-10 PROJECT CLOSEOUT. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

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

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

c. Complete final cleanup in accordance with subsection FINAL CLEANUP of Section 40.

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

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

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

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

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

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

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

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

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

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

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

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their 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 accepted by the Engineer and a written finding of no objection to the Quality Control Program is provided by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed and a written finding of no objection to the Quality Control Program is provided by the Engineer.

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 Engineer.

Paving projects over \$250,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 DESCRIPTION OF PROGRAM.

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

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least **5** calendar days before the preconstruction conference. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

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

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

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

The cost of development, administration and/or performance of the Quality Control Program shall not be paid for separately but shall be included in various other bid items.

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

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

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

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

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

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

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

b. Quality control technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

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

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

(2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.

(3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

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

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

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

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

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

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

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

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

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

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

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

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

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

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

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

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

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

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

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

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

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

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

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

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

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

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

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

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

100-11 NONCOMPLIANCE.

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

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

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 105

MOBILIZATION

105-1 DESCRIPTION. The work covered by this section consists of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for providing the items required by the General Provisions, Supplementary Conditions, and General Requirements including but not limited to: the establishment of all temporary offices, buildings, staging areas, haul routes, and other facilities necessary for work on the project; surveying and construction staking; all barricades, barricade lights, and other phasing and detour devices; taxiway and runway closures; performance bond, labor and materials bond; insurance; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site. This item also includes all work outside the limits of construction that is necessary to restore areas disturbed by the Contractor to their original condition including, but not limited to, pavement rehabilitation, grading, seeding, mulching, cleaning, and disposal.

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

101-1.2 AOR'S FIELD OFFICE. This item shall include setup and maintenance of a Field Office for the use of and occupancy by the Owner's Resident Project Representative and other authorized personnel.

- a. The field office will be supplied by the Owner. The Contractor shall be responsible for relocating it from its current site on Airport property to the location as indicated on the plans. The Contractor is responsible for inspecting the current location and condition of the unit during the pre-bid meeting or by appointment and including all necessary costs for relocation as part of the bid.
- b. The Contractor will be responsible for restoring the existing site including smooth grading, seeding and mulching. All utilities shall be disconnected and capped appropriately. The flag pole and marble monument shall be salvaged and turned over to the Owner.
- c. The Contractor shall be responsible for moving, proper blocking and tie-downs conforming to local ordinances and laws and installing a gravel parking area in front of the field office. The gravel parking area shall be 40' x 50' with a gravel access road 12' wide to the main access roadway. The Contractor shall provide positive drainage around the office with no standing water during or after rainfall events. The Contractor shall also provide a set of stairs and landing with the appropriate handrails to the threshold of the trailer entrance meeting all applicable codes. If the trailer has multiple entrances, the Contractor shall provide a set of stairs at each door.
- d. The Contractor shall be responsible for all utility connections and service including electrical service, and telephone service for two lines (one voice and one fax). Provisions shall be made for a sanitary sewer holding tank that will be emptied weekly at the Contractor's expense. A water cooler shall be supplied and kept stocked with water bottles at all times.

The Contractor shall be responsible for payment of utility and service expenses for the duration of the project.

- e. The Contractor shall provide a janitorial service on a weekly basis including trash collection and disposal for the duration of the project.

105-2 BASIS OF MEASUREMENT AND PAYMENT. Partial payments for Item GP-105-2.1 "Mobilization" will be made with the first and second partial pay estimates paid on the contract, and will be made at the rate of 50 percent of the lump sum price for "Mobilization" on each of these partial pay estimates, less the retainage provided for in the Contract, provided the amount bid for "Mobilization" does not exceed 5 percent of the total amount bid for the contract. Where the amount bid for the item of "Mobilization" exceeds 5 percent of the total amount bid for the contract, 2-1/2 percent of the total amount bid will be paid on each of the first two partial pay estimates, and that portion exceeding 5 percent of the total amount bid for the contract will be paid on the last partial pay estimate. All such payments will be made less the retainage provided for in the Contract

Payment for alternate bid item GP-105-2.2 – Alternate Staging Area will be made for Contractor's establishment, use, and maintenance of the alternate staging area depicted on Plan Sheet G-05 in lieu of use of the existing contractor's staging area. This item shall include all necessary electrical utility work, temporary power, relocation of AOR field office trailer, grading, drainage, access, and stone in accordance with this General Provision 105 and all Contract Documents.

Payment shall be made under:

Item GP-105-2.1 – Mobilization

-- per Lump Sum (LS)

END OF SECTION 105

SECTION 110

METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average (\bar{X}) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: \bar{X} = Sample average of all subplot values within a lot

x_1, x_2 = Individual subplot values

n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set

d_1, d_2 = Deviations of the individual subplot values x_1, x_2, \dots from the average value \bar{X}

that is: $d_1 = (x_1 - \bar{X}), d_2 = (x_2 - \bar{X}) \dots d_n = (x_n - \bar{X})$

n = Number of sublots

f. For single sided specification limits (that is, L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (that is, L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$

AND

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95 \text{ percent density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L=1.44$ and $n=4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57 \text{ percent}$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E 178)**Project:** Example Project**Test Item:** Item P-401, Lot A.**A. Outlier Determination for Mat Density.**

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. Use $n=4$ and upper 5 percent significance level of to find the critical value for test criterion = 1.463.
3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

- a. For measurements greater than the average:

If $(\text{measurement} - \text{average})/(\text{standard deviation})$ is less than test criterion, then the measurement is not considered an outlier

For A-3, check if $(99.30 - 97.95) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

- b. For measurements less than the average:

If $(\text{average} - \text{measurement})/(\text{standard deviation})$ is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if $(97.95 - 96.60) / 1.15$ is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

NOTE: In this example, a measurement would be considered an outlier if the density were:

Greater than $(97.95 + 1.463 \times 1.15) = 99.63$ percent; OR

less than $(97.95 - 1.463 \times 1.15) = 96.27$ percent.

ROUNDING RULE

- A. If the digit following the last digit to be kept is 0, 1, 2, 3, or 4, strike out that digit and all the following digits.

Example: For the number 28.69248539, if only three decimal places are being kept the number becomes 28.692.

- B. If the digit following the last digit to be kept is 6, 7, 8, or 9, increase the last digit to be kept by 1 and strike out all the following digits.

Example: For the number 28.69248539, if only one decimal place is being kept the number becomes 28.7.

- C. If the digit following the last digit to be kept is 5 and there are digits other than zero to the right of 5, increase the last digit to be retained by 1 and strike out all following digits.

Example: For the number 28.69248539, if five decimal places are being kept the number becomes 28.69249.

D. If the digit following the last digit to be kept is 5 and there are no digits other than zero beyond 5, increase the last digit to be retained by 1 if it is odd or leave it unchanged if it is even.

Example: For the number 28.69248500, if five decimal places are being kept the number becomes 28.69248.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

SECTION 1

PROJECT INFORMATION

1. CONTRACT PROVISIONS. The General Provisions and these Special Conditions are applicable to all divisions and sections of the Contract Documents and Specifications. It shall be the Contractor's responsibility to so inform all parties who should be bound or influenced thereby.

In the event there are discrepancies between the technical specifications, general provisions, general conditions and the special conditions, the interpretation most advantageous to the Owner shall apply.

2. DESCRIPTION OF WORK. The proposed Work includes the following:

The project consists of construction of a low-level windshear alert system (LLWAS) tower and site. Contractor shall re-locate and re-use the tower pole that has been lowered on a site off of County Road 1420 along the west side of the Asheville Regional Airport.

3. LOCATION OF THE WORK. The site of the proposed Work is at the **Asheville Regional Airport, Fletcher, NC.**

4. DEFINITIONS. The following terms when used in the Contract Documents shall mean the following:

A. AIRPORT OWNER'S REPRESENTATIVE (AOR). The term "Airport Owner's Representative" in the Contract Documents means any authorized representative of the Greater Asheville Regional Airport Authority including Authority staff, Program Manager, Construction Manager, Resident Project Representative and Design Engineer of Record.

B. ADDENDA. Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

C. BID. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work and services to be performed.

D. CONTRACT AMENDMENT (CA). A CA is a written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

E. CONSTRUCTION MANAGER (CM). The authorized representative or entity under contract with the Owner and responsible for administering and inspecting the construction work as set forth in the contract.

F. DAY. Unless otherwise defined shall mean "calendar" day.

G. DRAWINGS. The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

H. FIELD DIRECTIVE. A written order issued by the Airport Owner's Representative which orders minor changes in the work consistent with the intent of the Contract Documents but which does not involve a change in the Contract Price or the Contract Time.

The Airport Owner's Representative may authorize minor changes in the work not involving an adjustment in the contract price or the contract time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and shall be binding on the Owner, and also on the Contractor who shall perform the change promptly. If the Contractor believes that a field order justifies an increase in the contract price or contract time, the Contractor shall make a claim under Section 50, Subsection 50-16, Claims for Adjustment and Disputes of the General Provisions before doing the Work.

I. FURNISH or INSTALL or PROVIDE or SUPPLY. Unless specifically limited in the context, the word "Furnish" or the word "Install" or the word "Provide" or the word "Supply" or any combination or similar directive or usage thereof, shall mean FURNISHING AND INCORPORATION IN THE WORK including all necessary labor, materials, equipment, and anything necessary to perform the work indicated.

J. GOOD REPAIR. Good repair shall be construed to mean any defect, functional or structural deterioration (except that from ordinary and reasonable use) which appreciably reduces the effectiveness or efficiency of the work or improvement for the purpose intended, or any serious departure from the standards of original construction described in the Contract Documents, shall be remedied by the Contractor. Such remedy will be made without further cost to the Owner, including in part, all damages caused by such defect, deficiency, deterioration or departure, and by its repair, replacement or correction.

K. MAY. Permissive.

L. REFERENCE TO TRADE OR SUBCONTRACTORS. When only one principal contract exists for all work covered by the Contract Documents, reference to trade or subcontractors in the Contract Documents shall not create any contractual relationship between the Owner and any trade or subcontractor, with whom the principal contractor may subcontract.

M. SAMPLES. Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship or finishes, and to establish standards by which the work will be judged.

N. "SHALL" IMPLIED. In the interest of conciseness, some sentences, statements, and clauses used in the specifications exclude any form of the verb "shall" normally expressed in a verb phrase with verbs such as "furnish", "install", "provide", "perform", "construct", "erect", "comply", "apply", "submit", or similar "verb", but any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase "The Contractor shall" and the requirements described therein shall be interpreted as mandatory elements of the Contract.

O. SHALL. Mandatory.

P. SUBCONTRACTOR. Party supplying labor and material or any labor for work at the site of the project for, and under separate contract or agreement with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any subcontractor.

Q. SUBSTANTIAL COMPLETION. When the work is sufficiently complete so it may be safely, conveniently and beneficially utilized by the Owner for all of the purposes for which it was intended.

R. WILL. Mandatory.

S. SEDIMENT. Soil and other debris that have eroded and have been transported by runoff water or wind.

T. SOLID WASTES. Rubbish, debris, and other discarded solid materials, except hazardous waste as defined in paragraph entitled, "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.

U. RUBBISH. Combustible and noncombustible wastes including paper, boxes, glass, crockery, metal, lumber, cans, and bones.

V. DEBRIS. Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.

W. CHEMICAL WASTES. Salts, acids, alkalis, herbicides, pesticides, and organic chemicals.

X. SEWAGE. Waste characterized as domestic sanitary sewage.

Y. GARBAGE. Refuse and scraps resulting from consumption of food.

Z. HAZARDOUS WASTES. Hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations.

AA. OILY WASTES. Petroleum products and bituminous materials.

AB. HAZARDOUS MATERIALS. As defined in DOT Regulation 49 CFR 171 and listed in CFR 172.

AC. HAZARDOUS SUBSTANCES. As defined in EPA PL 96-510.

5. PROPOSAL REQUIREMENTS. In addition to those herein before described items to be submitted with the Bidder's Proposal, the bidder shall submit, with his proposal, a list of all subcontractors the bidder proposes to use on the work of this Contract.

After the Owner accepts the bidder's proposal and such bidder is awarded a Contract, the successful bidder may not substitute a subcontractor listed in the proposal without the prior written approval of the Owner. Such approval shall be obtained at least ten calendar days prior to the date scheduled for that subcontractor to begin work.

6. ACCESS TO THE WORK. Access to the work shall be via the access routes designated on the Contract Layout Plan. The Contractor shall identify access routes with suitable signs, barricades and similar equipment. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner.

No separate payment will be made for complying with the requirements of this paragraph "ACCESS TO THE WORK." No other access to the work site will be permitted without written approval by the Owner and Airport Owner's Representative. Contractor's vehicles and equipment, including vehicles and equipment of the subcontractors and others coming under the Contractor's control, will not be permitted to traverse other airfield areas or pavements without written approval of the Owner and Airport Owner's Representative. Contractor's vehicles, equipment and materials may be stored in the area designated on the Plans. Upon completion of the work, the storage area shall be cleaned up and returned to its original condition to the satisfaction of the Owner. No separate payment will be made for cleanup and restoration of the storage area. Personal services, such as canteen trucks, will not be permitted beyond this area and drivers of vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.

7. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams or other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

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

D. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, all shop drawings, product data and samples required by the Contract Documents.

E. By approving and submitting shop drawings, product data and samples, the Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

F. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Airport Owner's Representative's approval of shop drawings, product data or samples unless the Contractor has specifically informed the Airport Owner's Representative in writing of such deviation at the time of submission and the Airport Owner's Representative has given written approval of the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Airport Owner's Representative's approval thereof.

G. The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples to revisions other than those requested by the Airport Owner's Representative on previous submittals.

H. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittals have been approved by the Airport Owner's Representative as provided in the General Provisions, Section 50. All such portions of the work shall be in accordance with approved submittals.

I. The Contractor shall not reproduce the Engineer's project drawings for shop drawing use without prior written approval of the Engineer.

J. The Contractor shall submit **five (5)** hard copies, or at Airport Owner's Representative's option, an electronic copy and one print of all shop drawings required for the work of the various trades unless greater quantities are specifically requested for certain equipment. Receipt of less than the required number of copies will be cause for withholding the shop drawings, product data or samples from being checked until receipt of the necessary additional copies. The Contractor's letter of submittal must conform to the typical Contractor's "Transmittal Letter" which is available from the Airport Owner's Representative. Each drawing or part of the drawings, product data or samples shall be listed separately on the letter and identified as indicated thereon. Failure to do this will cause rejection of the submittal. The Airport Owner's Representative will return to the Contractor the same transmittal letter, with the shop drawings, product data or samples disposition noted thereon along with the shop drawings, product data or samples when the review is completed. The Contractor shall forward separate transmittal letters for submitting each group of shop drawings, product data or samples common to a specification section.

K. In checking shop drawings, product data or samples prior to submittal, the Contractor is requested to note corrections or comments on the shop drawings, product data or samples in green pen.

L. Drawings returned to the Contractor will be stamped "Approved," "Approved as Noted," "Returned for Corrections," or "Not Approved." Drawings stamped "Approved as Noted" need not be returned for further approval if the notations are acceptable to the Contractor and subcontractors. Drawings stamped "Returned for Corrections" or "Not Approved" shall require new submission. Comments and corrections by the Airport Owner's Representative will be made in red pen on blue or black line prints.

M. Samples shall be submitted to the attention of **RS&H**, accompanied with the same transmittal letter prescribed for shop drawings. Checking by Contractor of product data and samples before transmittal is required the same as for shop drawings.

8. PROJECT DOCUMENTATION.

A. Project Drawings: The successful Contractor will be furnished, at no charge, four (4) copies of the Drawings and Specifications. Additional copies may be purchased at actual cost of reproduction.

A field set of Plans and Specifications shall remain on the job site at all times and shall be available at all times to the Airport Owner's Representative.

The Contractor shall immediately include plainly and conspicuously on the field set of drawings, and at appropriate paragraphs in the specifications, all changes or corrections made by addenda, field orders and change orders as they are issued.

Approved copies of all shop drawings, product data, samples and other submittals are to be kept on the job site at all times and shall be available at all times to the Airport Owner's Representative.

Changes and deviations from the existing conditions shall be submitted in writing for approval prior to installation. In no case shall any unspecified equipment or materials be installed without prior approval of the Airport Owner's Representative.

B. Record Documents:

(1) Definition: Record documents are defined to include those documents or copies relating directly to performance of the work, which the Contractor is required to prepare or maintain for the Owner's records, recording the work as actually performed. In particular, record documents show changes in the work in relation to the way in which shown and specified by original Contract Documents; and show additional information of value to the Owner's records, but not indicated by original Contract Documents. Record documents include newly prepared drawings (if any are specified), marked-up copies of contract drawings, shop drawings, specifications, addenda, field orders, change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all.

(2) Record Drawings: The Contractor shall maintain a set of record drawings at the job site. The record drawings shall be kept legible and current and shall be available for inspection at all times by the Airport Owner's Representative. The Contractor shall show all changes or work added on these record drawings in a contrasting color.

(a) Mark-Up Procedure: During progress of the work, maintain a blue-line or black-line set of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. When shop drawings are marked up, cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where

feasible to distinguish between changes for different categories of Work at same general location. Mark-up important additional information that was either shown schematically or omitted from the original drawings. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, field orders or change order numbers and similar identification. Require each person preparing mark-ups to initial and date mark-ups and indicate name of firm. Label each sheet "PROJECT RECORD" in 1-1/2-inch high letters.

In showing changes in the work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.

(b) Preparation of Record Drawings: In preparation for Certification of Substantial Completion on last major portion of the work, review completed mark-up of record drawings and shop drawings with Airport Owner's Representative. The Airport Owner's Representative will then proceed with preparation of a full set of corrected record contract drawings. The Airport Owner's Representative will date each updated drawing and label each sheet "RECORD DRAWING" in 1-1/2-inch high letters. Printing as required herein is the responsibility of the Airport Owner's Representative.

(3) Record drawings shall contain the names, addresses and phone numbers of the Contractor and all subcontractors.

(4) The Airport Owner's Representative shall be the sole judge of the acceptability of the record drawings. Receipt and acceptance of the record drawings is a prerequisite for Final Payment.

C. Record Specifications:

(1) During the progress of the work, the Contractor shall maintain one copy of the specifications, including addenda, field orders, change orders and similar modifications issued in printed form during construction, marked-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued at the jobsite. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discernable at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, the Contractor shall submit all data to the Airport Owner's Representative for the Owner's records. Label front cover "PROJECT RECORD" in 1-1/2-inch high letters.

(2) Where the record specifications is printed on one side of page only, mark variation on blank left-hand pages of the record specifications, facing printed right-hand pages containing original text affected by variation.

D. Record Product Data: During progress of the work, maintain one copy of each product data submittal, and mark-up significant variations in the actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned at a later date by direct observation. Note related field orders and change orders and mark-up of record drawings and specifications. Upon completion of mark-ups, submit complete set of product data submittal to the Airport Owner's Representative for the Owner's records. Label each data submittal "PROJECT RECORD" in 1-1/2-inch high letters.

E. Record Sample Submittal: Immediately prior to date(s) of substantial completion, the Airport Owner's Representative will meet with the Contractor at the work site and will determine if any of the submitted samples maintained by the Contractor during progress of the work are to be transmitted to the Owner for record purposes. The Contractor shall comply with the Airport Owner's Representative instructions for packaging, identification marking and delivery to the Owner's sample storage space. Dispose of other samples in a legal manner specified for disposal as surplus and waste materials, unless otherwise indicated by Airport Owner's Representative.

F. Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous recordkeeping and submittals in connection with actual performance of the work. Immediately prior to date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Airport Owner's Representative for the Owner's records. Categories of requirements resulting in miscellaneous work records are recognized to include, but not be limited to, the following:

(1) Required field records on excavations, foundations underground construction, wells and similar Work.

(2) Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks and manholes.

(3) Surveys establishing lines and levels of buildings, where applicable.

(4) Soil treatment certification.

(5) Inspection and Test Reports: Where not processed as shop drawings or product data.

(6) Concrete mix design record.

(7) Asphaltic concrete mix design record.

(8) Concrete block certification, where applicable.

G. Project Closeout: Closeout is hereby defined to include general requirements near end of contract time, in preparation for final acceptance, final payment, normal termination of Contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units or work are specified in other sections. Time of closeout is directly related to substantial completion, and therefore may be a single-time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. The time variation, if any, shall be applicable to other provisions of this section.

H. Prerequisites to Substantial Completion:

(1) Prior to requesting the Airport Owner's Representative's inspection for Certification of Substantial Completion, for either entire work or portions thereof, complete the following and list no exceptions in request.

(a) In progress payment request coincident with, or first following date claimed, show 100 percent completion for the portion of work claimed as "Substantially Completed," or list incomplete items, value of incompleteness and reasons for being incomplete.

(b) Include supporting documentation for completion as indicated in the Contract Documents.

(c) Submit statement showing accounting of changes to the Contract sum.

(d) Advise the Owner of pending insurance change-over requirements.

(e) Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including, where required, occupancy permits, operating certificates and similar releases.

(f) Deliver tools, spare parts, extra stocks of materials and similar physical items to the Owner.

(g) Make final change-over of locks and transmit keys, where applicable, to the Owner, and advise the Owner's authorized representatives of change-over in security provisions.

(h) Complete start-up testing of systems, and instructions to the Owner's operating-maintenance personnel. Discontinue, or change over, and remove from project site any temporary facilities and services, along with construction tools and facilities, mock-ups and similar elements.

(2) Inspection Procedures: Upon receipt of the Contractor's request, the Airport Owner's Representative will proceed with the inspection or advise the Contractor of prerequisites not fulfilled. Following initial inspection, the Airport Owner's Representative will prepare the Certificate of Substantial Completion or advise the Contractor of work which must be performed prior to issuance of the certificate and repeat the inspection when requested and assured that work has been substantially completed. Results of completed inspection(s) will form initial "punch list" for Final Acceptance. If the Airport Owner's Representative performs more than one initial inspection and one follow-up inspection and it is determined that additional follow-up inspections are required, the cost of the Airport Owner's Representative's time and travel expenses to perform such additional follow-up inspections shall be charged to the Contractor and the costs deducted from the Contractor's earnings.

I. Prerequisites to Final Acceptance:

(1) Prior to requesting the Airport Owner's Representative's final inspection for Certification of Final Acceptance as required by the General Provisions, the Contractor shall complete the following and list known exceptions in the request:

(a) Submit certified copy of the Airport Owner's Representative's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Airport Owner's Representative.

(b) Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work.

(c) Complete final cleaning up requirements, including touch-up of marred surfaces.

(d) Touch-up and otherwise repair and restore marred exposed finishes.

(2) Reinspection Procedures: Following Substantial Completion, the Contractor shall correct or remedy all punch list items to the satisfaction of the Airport Owner's Representative and Owner within a two (2)-week period after the date of Substantial Completion. If subsequent inspections are necessary after the two-week period in order to eliminate all deficiencies, the cost of all subsequent inspections with respect to the Owner's and Airport Owner's Representative's time and expenses shall be paid by the Contractor. When ready, the Contractor shall request in writing, a final reinspection of the work. Upon completion of reinspection, the Airport Owner's Representative will prepare Certificate of Final Acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for Final Acceptance. If necessary, the above procedures will be repeated.

J. Prerequisites to Final Payment:

(1) Final Payment: Final Payment will be made after Final Acceptance of the project by the Airport Owner's Representative and Owner upon request by the Contractor on condition that the Contractor:

(a) Furnish properly executed and completed release of claims from all material men and subcontractors who have furnished materials or labor for the work and submit supporting

documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

(b) Furnish the Contractor's Affidavit of Release of Claims (2 copies) that all material, men, and subcontractors have been paid in full. In the event they have not been paid in full, the Owner shall retain a sufficient sum to pay them in full and at his option, may make direct payment to obtain complete releases of claim.

(c) Furnish Contractor's Final Release of Claim (2 copies).

(d) Furnish required sets of record drawings and maintenance and operating instructions of new mechanical equipment.

(e) Furnish guarantees signed by subcontractors, material suppliers and countersigned by the Contractor for operating equipment.

(f) Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications and similar documents.

(g) Furnish a signed guarantee, in form acceptable to the Airport Owner's Representative and Owner agreeing to repair or replace, as decided by the Airport Owner's Representative, all work and materials that prove defective within one (1) year from the date of Final Acceptance, including restoration of all other Work damaged in making such repairs or replacements.

(h) Furnish consent of Surety to Final Payment.

(i) Submit final progress payment application, reflecting all final changes to contract quantities and sums.

(j) Submit evidence of final, continuing insurance coverage complying with insurance requirements.

(k) Certify that all social security, employment and all other taxes (city, state, federal government) have been paid.

(l) Provide receipt, as applicable, of affidavits certifying all labor standards of local, state or federal requirements have been complied with by the Contractor.

(m) Submit actual DBE participation percentages along with the names, addresses and phone numbers of all DBE subcontractors, material suppliers utilized in the work.

K. Record Document Submittals: Specific requirements for record documents are shown in Section 10, PROJECT DOCUMENTATION. Other requirements are indicated in the General Provisions. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Airport Owner's Representative's reference during normal working hours.

(1) Record Drawings: The Airport Owner's Representative shall organize record drawing sheets into manageable sets, bind with durable paper cover sheets and print suitable titles, dates and other identification on cover of each set.

(2) Record Specifications: Upon completion of mark-ups, submit to the Airport Owner's Representative for the Owner's records.

(3) Record Product Data: Upon completion of mark-ups, submit complete set to the Airport Owner's Representative for the Owner's records.

(4) Record Sample Submittal: Comply with the Airport Owner's Representative's instructions for packaging, identification marking and delivery to the Owner's sample storage space.

(5) Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Airport Owner's Representative for the Owner's records.

(6) Maintenance Manuals: Complete, place in order, properly identify and submit to the Airport Owner's Representative for the Owner's records.

L. Closeout Procedures: General Operating and Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with the Owner's authorized representatives, at the work site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuel, identification system, control sequences; hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments and similar operations. Review maintenance and operations in relation with application warranties, agreements to maintain bonds, and similar continuing commitments.

9. STANDARD CONSTRUCTION FORMS. The following forms shall be utilized in the execution of the Work and will be provided by the CM at the preconstruction meeting.

A. Request for Information (RFI). An RFI shall be utilized by the Contractor to present questions or request clarifications related to the work. Upon receipt, the CM shall forward the RFI to the appropriate source who will respond to the RFI in writing with reasonable promptness to avoid or minimize delay in the progress of the Work.

B. Request for Contract Amendment (RCA). A RCA shall be utilized by Contractor to formally present any request for monetary, time or contractual adjustment. The RCA shall provide justification for entitlement to the change and shall be substantiated.

C. Contract Amendment (CA). A CA shall be utilized to formalize modifications to the Contract that are agreed to by the Owner and Contractor.

D. Field Directive (FD). A FD shall be utilized in the absence of an agreement on a CA to express a written order by the Owner directing a change in the work, or to expedite a change in work that is time and/or schedule sensitive.

E. Supplemental Instruction (SI). A SI shall be utilized by the CM to issue any changes to the contract plans or specifications. Upon receipt of an SI, the Contractor shall submit a detailed breakdown of costs (additions or deductions) to the CM if applicable. The information provided in an SI may or may not result in a contract amendment.

F. Notice of Nonconformance (NON). A NON shall be utilized by the CM to communicate in writing to the Contractor either a deficiency in the Work or other action required by the Contractor. The Contractor shall provide a written response regarding the NON to the CM within seven (7) days. The Owner may withhold payment from Contractor for items in nonconformance until corrective action is completed.

10. FINAL CLEANING.

A. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition.

B. Removal of Protection: Remove temporary protection devices and facilities that were installed during course of the work to protect previous completed work during remainder of the construction period.

C. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on the Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these as directed by the Owner.

END OF SPECIAL CONDITIONS - SECTION 1

SPECIAL CONDITIONS

SECTION 2

INSURANCE REQUIREMENTS

1. INSURANCE AND INDEMNIFICATION

Before starting and until termination of work for, or on behalf of, the Owner, the Contractor shall procure and maintain insurance of the types and to the limits specified.

The term Owner as used in this section of the Contract is defined to mean the Greater Asheville Regional Airport Authority, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

With regard to the Contractor's perform search/replace function obligations for products and completed operations, the Contractor shall be responsible for providing and maintaining insurance and contractual agreements for a minimum period of at least one (1) year subsequent to the Authority's acceptance of the products and/or services.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the Owner, for the Owner's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

2. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employer's Liability Coverage of at least \$1,000,000 each person - accident, \$1,000,000 each person - disease, \$1,000,000 aggregate - disease. If the state requires a higher statutory limit then those limits stated then the state requirement shall apply.

3. COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The Owner, Reynolds, Smith and Hills, Inc., and AVCON, Inc. shall be listed separately as Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this contract. The Owner shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$5,000,000.00 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have the minimum limits reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, independent contractors, and property damage resulting from collapse and underground (c, u) exposures. Broad Form Commercial General Liability coverage or its equivalent shall provide at least, broad form contractual liability applicable to this specific contract, as well as personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

4. CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provides that the Owner shall be notified at least thirty (30) days in advance of cancellation, non renewal or adverse change or restriction in coverage. Separate Certificates shall be issued to the Owner and to the Airport Owner's Representative naming each as an Additional Insured and this contract shall be listed. If required by the Owner, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the Owner on an ACORD 25 form. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the Owner an option shall be deleted or crossed out by the insurance carrier's or the insurance carrier's agent. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the Owner and shall file with the Owner Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Owner, the Contractor shall, upon instructions of the Owner, cease all operations under the contract until directed by the Owner, in writing, to resume operations. A Contractor's financial integrity is of interest to the Authority; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Authority, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of North Carolina and rated A- or better by A.M. Best Company and/or otherwise acceptable to the Authority's Risk Manager. The "Certificate Holder" address should read: **Greater Asheville Regional Airport Authority, 61 Terminal Drive, Fletcher, NC, 28732, 828-684-2226.**

5. INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as it relates to all provisions of the contract.

6. LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the Owner. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

7. HOLD HARMLESS

The Contractor shall hold harmless the Owner, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life bodily or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Contract, whether arising solely out of the negligence of the Contractor or not. The Contractor's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8. PAY ON BEHALF OF THE OWNER

The Contractor agrees to pay on behalf of the Owner, as well as provide a legal defense for the Owner, both of which will be done only if and when requested by the Owner, for all Claims as described in the Hold Harmless paragraph. Such payment on behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

9. PAY ON BEHALF OF THE AIRPORT OWNER'S REPRESENTATIVE

The Contractor agrees to pay on behalf of the Airport Owner's Representative, as well as provide a legal defense for the Airport Owner's Representative, both of which will be done only if and when requested by the Airport Owner's Representative, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the Airport Owner's Representative shall be in addition to any and all other legal remedies available to the Airport Owner's Representative and shall not be considered to be the Airport Owner's Representative's exclusive remedy.

END OF SPECIAL CONDITIONS - SECTION 2

SPECIAL CONDITIONS

SECTION 3

MISCELLANEOUS

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, for any reason, any such provision is not inserted in the Contract, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. CORRELATION OF DOCUMENTS.

A. The drawings and specifications are cooperative and supplementary. Portions of the work which can be best be illustrated by the drawings may not be included in the specifications and portions best described by the specifications may not be depicted on the drawings. All items necessary or incidental to completely construct or erect the work shall be furnished, whether called for in the specifications or shown on the drawings. Anything mentioned in the specifications and not shown on the drawings, or anything shown or mentioned on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. In case of disagreement between the drawings and specifications, or within either document itself, the better quality or greater quantity of work shall be estimated and included in the bid and contract price and the matter drawn to the Airport Owner's Representative's attention for decision.

3. NOTICE AND SERVICE THEREOF. Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the Contractor at the address given in the Contractor's proposal, or at the last business address known to him who gives the notice, or delivered in person to the Contractor or his authorized representative on the site. It is mutually agreed that such notice shall be sufficient and adequate.

4. SUBCONTRACTING.

A. The Contractor may utilize the services of specialty or minority subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty or minority subcontractors.

B. The Owner reserves the right to approve subcontractors for any work. The Contractor, if requested by the Owner, shall submit to the Owner the proposed award and such information as the Owner may require concerning any subcontractor.

C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, or under their control, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in the Contract Documents shall create any contractual relationships between any subcontractor and the Owner.

5. PROTECTION OF PERSONS.

A. The Contractor shall:

- (1) At all times protect the lives and health of his employees under the Contract;
- (2) Take all necessary precautions for the safety of all persons on or in the vicinity of the project site.
- (3) Comply with all applicable provisions of Federal, State and Municipal safety laws and building codes.
- (4) Comply with all pertinent provisions of the Manual of Accident Prevention in Construction issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created in part by features of construction such as protruding nails, rod hoists, well holes, falling materials, etc., and he shall designate a responsible member of his organization on the work site whose duty shall be the prevention of accidents;
- (5) Provide for all safeguards for the protection of those having Right-of-Entry during field review and observation of the work.

B. The Contractor shall comply with all provisions of the "Williams-Steiger Occupational Safety and Health Act of 1970" including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Where a State in which work is performed has passed legislation bearing on Occupational Safety and Health, such legislation and amendments thereto, together with rules and regulations issued pursuant thereto, shall be complied with by the Contractor.

6. AUTHORITY OF AIRPORT OWNER'S AUTHORIZED REPRESENTATIVE.

A. The Airport Owner's Representative, through its duly authorized representatives, shall furnish engineering services during construction of the work to the extent provided in the Contract Documents. He shall observe and review the work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Airport Owner's Representative has authority to recommend suspension of the work to the Owner when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review or recommend suspension of the work, or exercise such other authority as may be granted by the Contract Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Airport Owner's Representative responsible for providing a safe place for the performance of work by the Contractor or by the Contractor's employees, or those of suppliers or subcontractors, or for access, visits, use, work, travel, or occupancy by any other person. The Airport Owner's Representative shall also have the authority to reject any work, materials, or equipment which do not conform to the Contract Documents and to decide technical questions which arise in the execution of the work.

B. The Airport Owner's Representative shall determine the amount, quality, acceptability, and fitness of the several kinds of work, materials, equipment and supplies which are to be paid for under the Contract and shall decide questions which may arise in relation to said work and its compliance with the Contract Documents. The Airport Owner's Representative's estimates and decisions shall be final and

conclusive, except as otherwise expressly provided in case any question shall arise between the parties to the Contract relative to the Contract Documents, the determination or decision of the Airport Owner's Representative shall be a condition precedent to the right of the Contractor to receive any money or payment for work under the Contract affected in any manner or to any extent by such question.

C. The Airport Owner's Representative shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute.

7. "GOOD REPAIR" PERIOD.

A. The Contractor hereby agrees to keep all work constructed under the Contract in good repair for a minimum period of one (1) year, unless a longer period is otherwise specified in the Contract Documents, from the date of acceptance of all of the work by the Owner. No provision of the Contract documents shall be valid which limits the "Good Repair" period to less than one (1) year from the date of acceptance of all of the work by the Owner. The work may be phased. If the work is phased, each phase of Work completed shall be inspected and approved for use by the Owner but shall not be accepted until all work for all phases is complete and a final inspection for all work has been performed.

B. It is intended that this provision shall apply whether or not bond is required, as a personal obligation of the Contractor.

C. The obligations of the Contractor as herein provided shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

8. VARIATION FROM ESTIMATED QUANTITIES. The Contractor may reasonably expect a variation in estimated quantities such that the total payment for the completed work may range from 75 to 125 percent of the total amount of the Contract based on the estimated quantities defined in the proposal. The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages because of a difference between the estimate of any item defined in the proposal and the amount of the item actually required or for the elimination of any part of the work. Funds for construction of the work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the work as may be required to bring the cost of the work within the limits of available funds.

9. WATER FOR CONSTRUCTION. Water used for construction of this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements with the Owner of the source of water for securing and/or transporting such water. No separate payment will be made for water used but the cost thereof shall be included in the various items of the proposal and bid schedule.

10. LIGHTS AND POWER. The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

11. COORDINATION WITH OTHERS. In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. The Contractor shall notify the Airport Owner's Representative of said coordination attempts and the results.

12. TESTING AND INSPECTIONS. For the purpose of determining whether the Work is acceptable (as opposed to the Contractor's quality control activities for which the Contractor is solely responsible) tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be performed at appropriate times. The Contractor shall be responsible for coordinating and scheduling all permitting agencies' tests and inspections described herein. The Owner or CM shall make arrangements for all other quality assurance tests, examinations and inspections with such testing laboratories or entities and, except as provided herein or in the technical specifications, the Owner shall bear the costs of such quality

assurance tests, examinations and inspections that the Owner so arranges. The Contractor shall give the CM timely notice of when each portion of the Work shall be ready and available for quality assurance tests, examinations and inspections. The Contractor shall provide the Owner's testing representatives reasonable access to the Work (ladders, etc.), at no additional cost, for the purpose of performing such quality assurance tests, examinations and inspections.

In the event the testing, examination and inspection, or approval procedures performed reveal that the Work fails to meet the requirements of the Contract Documents, the Contractor shall bear all costs arising from the failure, including, but not limited to, the costs to correct the Work and the costs of tests, examinations, inspections and services performed by the CM, A/E and Owner in connection with such tests, examinations, inspections, or approval procedures necessary to establish that the Contractor's work conforms with the requirements of the Contract Documents.

The contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Airport Owner's Representative. The Contractor shall be responsible for notifying the testing laboratory to pick up the test samples. Also, the Airport Owner's Representative reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and ensure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project.

13. LINES AND GRADES. Section 50, Item 50-06 of the General Provisions includes requirements for all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications shall be provided by the Contractor and he shall be solely responsible for the accuracy of said lines, grades and measurements.

14. TRADE NAMES AND MATERIALS. No material that has been used by the Contractor for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the Airport Owner's Representative.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Airport Owner's Representative. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the plans and specifications in connection with the material, manufactured article or process, the material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Airport Owner's Representative and the Airport Owner's Representative shall have the right to require the use of such specifically designated material, article or process.

15. PROPERTY LINES AND MONUMENTS. The Contractor shall protect all property corner markers and any other monument, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

16. FENCES AND DRAINAGE CHANNELS. Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found. Existing fences not to be removed and intersecting with new fencing (fencing outside airport property) shall be connected to the new fencing in a manner acceptable to the fence owner and Airport Owner's Representative. A secure AOA perimeter shall be maintained at all times to the satisfaction of the Airport Owner's Representative. Temporary or new AOA fence shall be installed prior to removing permanent AOA fence necessary to complete the work.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

17. DISPOSAL OF WASTE AND SURPLUS EXCAVATION. All trees, stumps, trimmings, brush or other debris to be removed from the site as a preliminary to the construction work shall be removed from the property and legally disposed of in a manner approved by the Airport Owner's Representative and at a site approved by the Owner. No burning on site will be permitted.

All excavated earth in excess of that required for embankment and backfill shall be disposed of in a satisfactory manner as shown on the plans or directed by the Airport Owner's Representative or legally disposed of off-site by the Contractor.

18. AIR POLLUTION. The Contractor shall comply with all Federal, State and Local Requirements.

19. EXISTING UTILITIES AND SERVICE LINES. The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.

20. RECORDS OF MATERIALS PURCHASED. By a certain time each month as defined and established at the preconstruction conference, the Contractor shall furnish to the Airport Owner's Representative, duplicate copies of all invoices for materials furnished to be incorporated into the work, plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payment.

21. CONTRACTOR ACCESS TO PROJECT SITE. The Contractor shall have a specific access route to the project site. This route is shown in the construction drawings. The Contractor shall use this route to bring all equipment and materials in. If the Contractor has a better route that will prevent damage to existing roads or provide safer access to the construction site, the Contractor shall supply a drawing showing the recommended route to the Owner and Airport Owner's Representative for approval at the preconstruction conference.

22. NIGHTTIME WORK. The Contractor shall not perform nighttime work unless given approval in writing by the Airport Owner's Representative. The Contractor shall request in writing approval to perform nighttime work. If the Airport Owner's Representative approves said nighttime work, the Contractor shall coordinate closely with the Airport Owner's Representative and the Owner during any and all approved nighttime work. This includes any nighttime hauling of materials to the project site.

In phases of work requiring nighttime work, the Contractor shall perform said nighttime work within the time frame allotted by the Owner. The Contractor shall coordinate with the Owner and Airport Owner's Representative each day before nighttime operations to ensure all special instructions, time limitations, directives, etc. are adhered to each night of nighttime operations. The Contractor shall not enter areas requiring nighttime construction operations until cleared to do so by the Owner. Any violation will result in a fine up to **\$1,000.00** for each individual and each piece of equipment committing the infraction. Violations may lead to infracting personnel being removed from the project at direction of the Owner.

23. DUST CONTROL. The Contractor shall maintain strict dust control during the project duration. There are operational areas, aircraft parked on the airport as well as commercial facilities that perform maintenance and repair work to aircraft. Therefore, it is imperative that strict dust control be maintained so that damage or nuisance to the areas and facilities described above or airport operational areas is prevented. This dust control shall also include the dust that may occur during any construction procedure.

24. TRIP TICKETS, INVOICES, WEIGH BILLS, ETC. The Contractor shall be responsible for supplying any and all trip tickets, invoices, weigh bills, etc. which show the quantities actually used in the construction of the project. All said trip tickets, invoices, weigh bills, etc. shall relate directly to specific bid items. If the Contractor fails to submit said trip tickets, invoices, weigh bills, etc. to the Airport Owner's Representative or his authorized representative prior to or during the time of installation of materials into the project, any material overruns claimed by the Contractor at the end of the project shall not be accepted.

25. CHANGES IN THE WORK. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Contract Amendment (CA) or Field Directive (FD). No change to the Contract scope, time or cost shall be authorized without an executed CA or FD. Any work performed or assumed by the Contractor prior to a CA or FD being executed by the Owner shall be at no cost or time to the Owner and shall be borne by the Contractor.

A. If unit prices are stated in the Contractor's bid or proposal the Owner may authorize increases or decreases in quantities of any item without any change in the applicable unit price, provided that the aggregate change does not increase or decrease the Total Contract Price or the net amount of a Major Work Item by a net amount greater than twenty-five percent (25%) compared to the quantities stated in the unit price schedule in the Contract Documents at the time of award. The Contractor will not be entitled to additional overhead, insurance, bond or other project costs due to any increase that does not increase the net amount of the Total Contract Price or the net amount of a Major Work Item by a net amount of more than twenty-five percent (25%). If the cumulative or aggregate amount of the Total Contract Price or the net amount of a Major Work Item changes (either increases or decreases) by a net amount in excess of twenty-five percent (25%), then the Owner and Contractor shall mutually agree upon an increase or decrease in the unit price of the item. In the event the CM and Contractor are unable to agree upon the unit price adjustment, the Owner may issue a FD consistent with this agreement or terminate the Contract with respect to the disputed items and perform the work through separate contractors or the Owner's own forces. A Major Work Item constitutes a Work Item which represents twenty percent (20%) or more of the Total Contract Price.

For all CA's and FD's, except those based upon established unit prices, regardless of the method used to determine the adjustment of the Total Contract Price, the mark-up for overhead and profit on allowable costs which the Contractor and Subcontractors shall receive is provided in General Provisions Section 90.

B. Contract Amendment. A CA is a written contract modification signed by the Owner and Contractor stating their agreement upon the following:

- 1) A Change in the Work.
- 2) The amount of the adjustment in the total contract price if any.
- 3) The amount of the adjustment in the contract time if any.

C. Field Directive. A FD is a written order prepared and signed by the Owner directing a change in the Work prior to agreement of adjustment, if any, in the Total Contract Price or Contract Time, or both. A FD may also be issued to expedite a change in work as to not hinder job progress. The Owner may, by FD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Total Contract Price or Contract Time being adjusted accordingly.

An FD shall be used when time does not allow the preparation of adequate documentation, when there is disagreement between the Owner and Contractor related to the changes in work. An FD shall be issued by the Owner in the absence of agreement on the terms of a CA. All work directed by the Owner through the issuance of an FD shall be accomplished promptly by the Contractor. The Owner may pay the Contractor for any work performed to the satisfaction of the Owner, at the sole discretion of the Owner. If an FD is agreed to by the Contractor, the corresponding back-up and justification shall be converted into a CA and executed by both parties. If an FD is not agreed to by the Contractor, the CM shall work with

the Contractor to reach agreement on dollars, time and scope and then subsequently provide documentation to convert the FD into a CA and executed by both parties. If the CM and Contractor cannot come to agreement on the dollars, time or scope of the work performed, the amount of the FD not satisfactory performed and paid by the Owner will be considered a disputed item to be resolved in accordance with the provisions of this contract.

END OF SPECIAL CONDITIONS - SECTION 3

SPECIAL CONDITIONS

SECTION 4

ADMINISTRATION OF THE CONTRACT

1. ROLE OF THE ARCHITECT/ENGINEER (A/E)

A. The A/E is the person or entity lawfully licensed in North Carolina to practice architecture/engineering and is referred to throughout the Contract Documents as if singular in number. The term A/E means the Architect's/Engineer's authorized representative. The A/E shall serve as the architect/engineer of record for the Project and will sign and seal the Project Drawings.

B. The A/E will visit the Project at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the A/E will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.

C. The A/E will 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 A/E's action will be taken with such reasonable promptness as to avoid or minimize delay in the Work of the Contractor or in the activities of the Owner or the CM, while allowing sufficient time in the A/E's professional judgment to permit adequate review. Review of such submittals 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 A/E's review of the Contractor's submittals shall not relieve the Contractor of the obligations herein. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures. The A/E's review of and action concerning a specific item shall not indicate approval of an assembly of which the item is a component.

2. ROLE OF THE CONSTRUCTION MANAGER (CM)

A. The CM shall provide full-time administration of the Contract as described in the Contract Documents and shall provide for a full-time resident project representative (RPR) to observe the performance of the Work of the Contractor and who will act as the Owner's representative agent on-site.

B. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the CM. However, the Owner and the Contractor are not precluded from direct communications. The Contractor shall copy the CM with all communications between the Owner and the Contractor if such direct communication occurs. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the CM.

C. The CM will review and certify all Applications for Payment by the Contractor, including final payment.

D. The CM is authorized to reject Work which does not conform to the Contract Documents. Whenever the CM considers it necessary or advisable for implementation of the intent of the Contract Documents, the CM is authorized to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither the CM's authority to act under these

articles, nor a decision made by the CM in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CM to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work. The CM also has the authority to issue Notices of Noncompliance.

E. The CM will receive from the Contractor and arrange for the review or approval of all Shop Drawings, Product Data and Samples, coordinate them with information received from separate contractors, if applicable, and transmit to the A/E those recommended for approval. The CM's actions will be taken with such reasonable promptness as to avoid or minimize delay in the Work or in the activities of separate contractors, the Owner, or the A/E.

F. The CM will prepare Contract Amendments and Field Directives and will have authority to issue minor changes in the Work.

G. The CM is the final interpreter of the technical requirements and intent of the Contract Documents and, to the extent the CM deems necessary, may consult with the A/E regarding such intent. The CM, within a reasonable period of time after receipt of a written request therefor, shall render such interpretations to the Contractor with respect to the Drawings and Specifications which the CM or A/E deem necessary for the proper execution and progress of the Work. Interpretations and decisions of the CM 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.

H. The CM will provide for coordination of the activities of separate contractors under contract with the Owner and the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with Owner's separate contractors, the CM and Owner in reviewing their respective construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement.

I. The CM shall, at all times, have access to the Contractor's record copy of all Contracts, Drawings, Specifications, addenda, Contract Amendments, Field Directives, approved Shop Drawings, Product Data, Samples and similar required submittals which Contractor shall maintain.

J. The CM, in conjunction with the A/E, Owner, and the Contractor, will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents. Receipt by the CM or Owner of warranties and related documents which vary from the requirements of the Contract Documents shall not be deemed acceptance of a modification to the Contract Documents or a waiver of any requirement of the Contract Documents.

K. Neither the CM nor the A/E will have control over, charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and neither will be responsible to the Contractor for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the CM nor the A/E will have control over or charge of or be responsible to the Contractor for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3. ROLE OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)

A. The RPR is an individual furnished by the CM to provide on-site observations of the work in progress and field checks of materials and equipment and act as the Owner's representative on-site. The RPR shall endeavor to provide protection for the Owner against defects and deficiencies in the work; but, the furnishing of such services will not make the RPR responsible for or give the RPR control over construction means, methods, techniques, sequences or procedures or for safety precautions or

programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents.

B. The RPR will attend conferences and meetings with the Contractor and Owner, such as preconstruction conferences, weekly progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. The RPR will review the progress schedule, schedule of shop drawing, product data and samples submittals and schedule of values prepared by the Contractor and consult with the CM concerning acceptability.

D. The RPR will serve as the CM's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CM in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

E. The RPR will assist in obtaining from the Owner additional details or information, when required for proper execution of the Work.

F. The RPR will advise the CM and the Contractor of the commencement of any work requiring a shop drawing, product data or sample if the submittal has not been approved by the CM and A/E.

G. The RPR will conduct on-site observations of the work in progress to assist the Owner and CM in determining if the work is in general proceeding in accordance with the Contract Documents.

H. The RPR will report to the Owner and CM whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Owner and CM of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. The RPR will verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the Owner and CM appropriate details relative to the test procedures and startups.

J. The RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of those inspections and report to the Owner and CM.

K. The RPR will report to the CM when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CM, Owner or A/E.

L. The RPR will consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report the suggestions along with the RPR's recommendations to the Owner and CM. Transmit to the Contractor decisions as issued by the CM, Owner or A/E.

M. The RPR will maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, product data and samples, reproductions of original Contract Documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other work related documents.

N. The RPR will keep a diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions of work field orders, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

O. The RPR will furnish daily progress reports of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing, product data and sample submittals.

P. The RPR will consult with the Owner and CM in advance of scheduled major tests, inspections or start of important phases of the work.

Q. The RPR will draft proposed change orders and field orders, obtaining backup material from the Contractor and recommend to the Owner and CM change orders and field orders.

R. The RPR will report immediately to the CM and the Owner the occurrence of any accident.

S. The RPR will review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the CM and Owner, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.

T. The RPR will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the CM for review and forwarding to the Owner prior to final payment for the work.

U. The RPR will submit to the Contractor a punch list of observed items requiring completion or correction before the CM issues a Certificate of Substantial Completion.

V. The RPR will conduct a final inspection in the company of the CM and the Owner and the Contractor and prepare a final punch list of items to be completed or corrected.

W. The RPR will observe that all items on the final punch list have been completed or corrected and make recommendations to the CM and Owner concerning acceptance.

X. Limitations of the authority of the RPR include:

(1). The RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Owner.

(2). The RPR shall not exceed the limitations of the CM's authority as set forth in the Contract Documents.

(3). The RPR shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent.

(4). The RPR shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

(5). The RPR shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

(6). The RPR shall not accept shop drawing, product data or sample submittals from anyone other than the Contractor.

(7). The RPR shall not authorize the Owner to occupy the work in whole or in part.

(8). The RPR shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Owner.

END OF SPECIAL CONDITIONS - SECTION 4

SPECIAL CONDITIONS

SECTION 5

SALES & USE TAX FORMS

1. GENERAL. The following sales and use tax affidavits and forms are required to be submitted with the Contractor's pay applications:

AFFIDAVIT OF SUBCONTRACTORS USED

To: The Greater Asheville Regional Airport Authority

I, _____, certify and affirm that the following represents a complete list of all subcontractors which I contracted to performed work on the _____ job for the Greater Asheville Regional Airport.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

(Attach an additional sheet if necessary.)

For each subcontractor listed, I have attached the subcontractor's:

- 1. Subcontractor's Sales & Use Tax Affidavit
- 2. Subcontractor's Report of North Carolina Sales & Use Tax Paid

I have also attached these two reports for my company.

Affiant Signature

Company Name

Date

SUBCONTRACTOR'S SALES & USE TAX AFFIDAVIT

To: The Greater Asheville Regional Airport Authority

I, _____, certify and affirm that the undersigned is a subcontractor which performed work on the _____ job for the Greater Asheville Regional Airport, and that North Carolina or applicable sales and use taxes were paid to the vendor or directly to the North Carolina Department of Revenue on North Carolina subcontracts.

In addition, I certify that the company referenced below will not claim a refund from the North Carolina or applicable Department of Revenue for these taxes that have been reported and paid directly to the North Carolina or applicable Department of Revenue or to vendors.

Affiant Signature

Subcontractor Company Name

Date

WAGE RATES

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General Decision Number: NC160100 01/08/2016 NC100

Superseded General Decision Number: NC20150100

State: North Carolina

Construction Type: Highway

Counties: Alexander, Buncombe, Burke, Caldwell, Catawba, Haywood, Henderson and Madison Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUNC2014-002 11/13/2014

	Rates	Fringes
BLASTER.....	\$ 20.93	
CARPENTER.....	\$ 13.48	
CEMENT MASON/CONCRETE FINISHER...	\$ 14.40	
ELECTRICIAN		
Electrician.....	\$ 18.79	2.62
Telecommunications		
Technician.....	\$ 14.67	1.67

IRONWORKER.....	\$ 12.48	
LABORER		
Asphalt Raker and Spreader..	\$ 11.76	
Asphalt Screed/Jackman.....	\$ 15.38	.08
Carpenter Tender.....	\$ 10.50	
Cement Mason/Concrete		
Finisher Tender.....	\$ 11.04	
Common or General.....	\$ 11.90	
Guardrail/Fence Installer...	\$ 13.09	
Pipelayer.....	\$ 12.87	
Traffic Signal/Lighting		
Installer.....	\$ 15.33	.22
PAINTER		
Bridge.....	\$ 20.67	
POWER EQUIPMENT OPERATOR		
Asphalt Broom Tractor.....	\$ 10.00	
Bulldozer Fine.....	\$ 16.28	
Bulldozer Rough.....	\$ 14.51	
Concrete Grinder/Groover....	\$ 19.20	
Crane Boom Trucks.....	\$ 18.19	
Crane Other.....	\$ 18.69	
Crane Rough/All-Terrain.....	\$ 19.19	
Drill Operator Rock.....	\$ 15.00	
Drill Operator Structure....	\$ 21.07	
Excavator Fine.....	\$ 16.02	
Excavator Rough.....	\$ 14.67	
Grader/Blade Fine.....	\$ 19.86	
Grader/Blade Rough.....	\$ 15.12	
Loader 2 Cubic Yards or		
Less.....	\$ 12.38	
Loader Greater Than 2		
Cubic Yards.....	\$ 17.91	
Material Transfer Vehicle		
(Shuttle Buggy).....	\$ 15.44	
Mechanic.....	\$ 17.86	
Milling Machine.....	\$ 15.08	
Off-Road Hauler/Water		
Tanker.....	\$ 11.95	
Oiler/Greaser.....	\$ 15.05	
Pavement Marking Equipment..	\$ 11.99	
Paver Asphalt.....	\$ 17.84	.08
Paver Concrete.....	\$ 18.20	
Roller Asphalt Breakdown....	\$ 15.00	.08
Roller Asphalt Finish.....	\$ 16.08	.07
Roller Other.....	\$ 12.51	.03

Scraper Finish.....	\$ 12.86	
Scraper Rough.....	\$ 13.83	
Slip Form Machine.....	\$ 20.38	
Tack Truck/Distributor		
Operator.....	\$ 14.81	.02

TRUCK DRIVER

GVWR of 26,000 Lbs or	
Greater.....	\$ 13.65
GVWR of 26,000 or Less.....	\$ 12.48

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



MEMORANDUM

TO: Members of the Airport Authority

FROM: Shane Stockman
Director of Information Technology

DATE: March 11, 2016

ITEM DESCRIPTION – New Business Item D

Approval of FY15/16 Budget Amendment for IT Services

BACKGROUND

The majority of the airport's existing IT infrastructure is original equipment that was procured prior to 2010. Since that time, increasing amounts of IT equipment, software and services have been installed or placed in service at the airport. The Authority and its tenants have become increasingly reliant upon its use and functions.

Much of this IT infrastructure which is categorized as mission critical in nature, has become dated; undersized; out of compliance with nationally accepted standards; and/or is no longer supported by the manufacturers. Common standards routinely dictate the replacement of such equipment or software on a five to six year schedule, which has already passed for the Authority.

A detailed review by Authority staff recently identified a number of hardware issues that require replacement on a high priority basis. This was confirmed by an outside consulting firm that was invited to review the Authority's IT infrastructure under a State of North Carolina contract. The hardware equipment and software deemed a high priority for replacement and its corresponding cost are provided on the attachment with the Board Memo.

Staff is looking at an estimated expenditure not to exceed \$190,000.00 to cover the critical items.

New Business – Item D



ISSUES

Concerns over fatal failures of critical equipment has become a major concern for staff. In the event of such a failure, the Authority could be subject to loss of data and operational information; fines of up to \$150,000.00; lost revenue; customer dissatisfaction; and extended down time of the IT infrastructure.

ALTERNATIVES

A total of \$80,500.00 is included in the current FY budget for LCD monitor and Wireless system replacement and upgrades. Due to workload and scheduling issues, these projects have been re-scheduled in next year's FY budget instead. These funds can be re-assigned to offset the expected cost of that critical equipment identified for replacement now.

FISCAL IMPACT

The proposed unbudgeted equipment replacement and other upgrades is estimated to cost a not to exceed amount of \$190,000.00. When reduced by the \$80,500.00 noted above, the total additional budgeted amount needed is \$109,500.00.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve staff's request to replace and/or upgrade IT infrastructure, software and services at cost not to exceed \$190,000; (2) amend the FY2015/2016 budget by adopting the following budget ordinance amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016:



Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Renewal & Replacement		\$109,500.00
Totals	<u> </u> <u> </u> \$0	<u> </u> <u> </u> \$109,500.00

This will result in a net increase of \$109,500.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$109,500.00
Totals	<u> </u> <u> </u> \$0	<u> </u> <u> </u> \$109,500.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 11th day of March, 2016.

Robert C. Roberts, Chair

Attested by:

Ellen Heywood, Clerk to the Board

<u>Replacement/Upgrade Item</u>	<u>Cost</u>
Implement a new hyperconverged virtualization solution to house <u>most</u> of the organizations servers as some servers cannot be virtualized. This design reflects the N+1 industry standard for redundancy.	\$85,000-\$93,500
Purchase and install new core switch which offers redundant power supplies, more capacity, higher throughput (10Gbps), 4 hour support / replacement and VSS for future redundancy.	\$35,000
Purchase three copies of Windows Server 2012 DataCenter	\$7,500-\$10,000
Purchase additional Office 365 licenses	\$3,000
Procure and install next generation firewall from Cisco or Palo-Alto which supports redundant internet circuits as well as application control.	\$11,000
Upgrade user access switches at DPS, Maintenance, and Administrative Offices.	\$32,000
Migrate Office 365 environment to MS Government Platform. All AVL information resides in US and restricted to vetted Microsoft Personnel. Meets compliance for Public Sector customers including CJIS compliance	\$5,500
	\$190,000



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, Executive Director

DATE: March 11, 2016

ITEM DESCRIPTION – New Business Item F

Approval of Airline Incentives for Allegiant Air

BACKGROUND

Allegiant Air (Allegiant) began service at Asheville Regional Airport in November 2011 with two weekly flights to Sanford – Orlando, Florida. Since then, Allegiant has added service to 4 additional Florida cities and will begin seasonal service to Baltimore, MD/Washington, DC this coming May. Allegiant has also established AVL as one of their maintenance and crew bases for its operations.

To continue the shared successes, Allegiant made a public announcement on Tuesday, March 8, 2016, that they will begin seasonal Jacksonville, Florida (JAX) service on May 27, 2016, with two flights per week through August 15, 2016. If this service proves successful, the service period may be extended.

Based on seasonal service, and in accordance with the Authority's Air Service Incentive Policy, staff would like to offer Allegiant up to \$25,000 for marketing and advertising of this new service; and airport related fee waivers, excluding PFCs, for the new seasonal period as directly related to the JAX service. If the service is yearly without any hiatus, an additional \$125,000 in marketing and advertising money will be provided pending budget funding availability, and the fee waivers continued through the first year of service.

ISSUES

The Authority's policies currently provide for airline incentives to be offered for new airline service to AVL's top 25 markets. JAX does not fall within this range. Staff is seeking approval for incentives despite the fact that JAX is not within the top 25 air service markets.

New Business – Item F



ALTERNATIVES

None

FISCAL IMPACT

Staff would like to officially offer Allegiant an incentive package in the amount up to \$25,000 for seasonal JAX service marketing and advertising, waived rents and fees for the seasonal period for this specific service route. Funds are currently in the budget for this type of business development. Should the service be yearly without hiatus, an additional \$125,000 marketing and advertising money along with the appropriate waived fees be provided.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve airline incentives with Allegiant Air for AVL- JAX service as described above; and (2) authorize the Executive Director to execute the necessary documents.



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., Executive Director
DATE: March 11, 2016

ITEM DESCRIPTION – Information Section Item A

January, 2016 Traffic Report – Asheville Regional Airport

SUMMARY

January, 2016 overall passenger traffic numbers were down 19.4% compared to the same period last year. Passenger traffic numbers reflect an 18.8% decrease in passenger enplanements from January, 2015. Enplanements for Fiscal Year to Date total 236,197 which is a 2.03% decrease over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in January 2016 were down by 13.7%. There were no flight cancellations for the month.

American Airlines: American's January 2016 passenger enplanements represent a 14.6% decrease over the same period last year. There were twenty-two (22) flight cancellations for the month.

Delta Airlines: Delta's January 2016 enplanements decreased by 24.2% compared to January 2015. There were nine (9) flight cancellations for the month.

United Airlines: In January 2016, United Airlines saw a decrease in enplanements by 28.0% over the same period last year. There were two (2) flight cancellations for the month.

Monthly Traffic Report

Asheville Regional Airport

January 2016



Category	Jan 2016	Jan 2015	Percentage Change	*CYTD-2016	*CYTD-2015	Percentage Change	*MOV12-2016	*MOV12-2015	Percentage Change
Passenger Traffic									
Enplaned	20,072	24,708	-18.8%	20,072	24,708	-18.8%	388,077	380,641	2.0%
Deplaned	<u>19,044</u>	<u>23,846</u>	-20.1%	<u>19,044</u>	<u>23,846</u>	-20.1%	<u>389,522</u>	<u>380,770</u>	2.3%
Total	39,116	48,554	-19.4%	39,116	48,554	-19.4%	777,599	761,411	2.1%
Aircraft Operations									
Airlines	417	425	-1.9%	417	425	-1.9%	5,964	5,871	1.6%
Commuter /Air Taxi	<u>547</u>	<u>589</u>	-7.1%	547	589	-7.1%	9,986	10,174	-1.8%
Subtotal	<u>964</u>	<u>1,014</u>	-4.9%	<u>964</u>	<u>1,014</u>	-4.9%	<u>15,950</u>	<u>16,045</u>	-0.6%
General Aviation	2,877	2,433	18.2%	2,877	2,433	18.2%	41,976	45,403	-7.5%
Military	<u>211</u>	<u>345</u>	-38.8%	<u>211</u>	<u>345</u>	-38.8%	<u>5,516</u>	<u>6,780</u>	-18.6%
Subtotal	<u>3,088</u>	<u>2,778</u>	11.2%	<u>3,088</u>	<u>2,778</u>	11.2%	<u>47,492</u>	<u>52,183</u>	-9.0%
Total	4,052	3,792	6.9%	4,052	3,792	6.9%	63,442	68,228	-7.0%
Fuel Gallons									
100LL	8,662	8,554	1.3%	8,662	8,554	1.3%	156,973	147,171	6.7%
Jet A (GA)	58,957	52,728	11.8%	58,957	52,728	11.8%	1,155,134	1,213,895	-4.8%
Subtotal	<u>67,619</u>	<u>61,282</u>	10.3%	<u>67,619</u>	<u>61,282</u>	10.3%	<u>1,312,107</u>	<u>1,361,066</u>	-3.6%
Jet A (A/L)	<u>133,590</u>	<u>157,422</u>	-15.1%	<u>133,590</u>	<u>157,422</u>	-15.1%	<u>2,692,860</u>	<u>2,475,122</u>	8.8%
Total	201,209	218,704	-8.0%	201,209	218,704	-8.0%	4,004,967	3,836,188	4.4%

*CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.

Thursday, March 10, 2016

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

January 2016



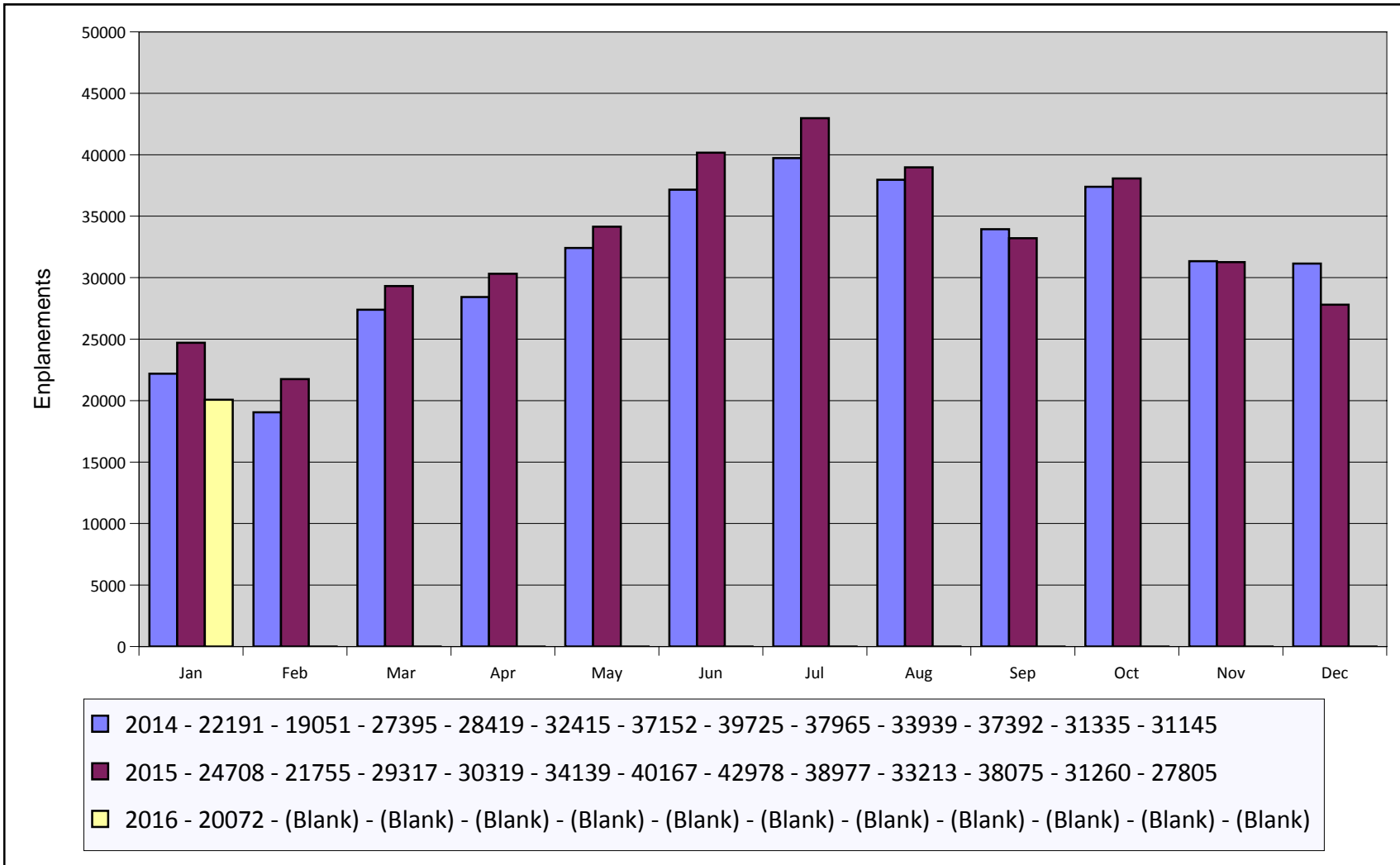
	Jan 2016	Jan 2015	Percentage Change	*CYTD-2016	*CYTD-2015	Percentage Change
Allegiant Air						
Enplanements	5,924	6,868	-13.7%	5,924	6,868	-13.7%
Seats	6,319	8,221	-23.1%	6,319	8,221	-23.1%
Load Factor	93.7%	83.5%	12.2%	93.7%	83.5%	12.2%
American Airlines						
Enplanements	6,167	7,223	-14.6%	6,167	7,223	-14.6%
Seats	9,679	11,255	-14.0%	9,679	11,255	-14.0%
Load Factor	63.7%	64.2%	-0.7%	63.7%	64.2%	-0.7%
Delta Air Lines						
Enplanements	6,767	8,930	-24.2%	6,767	8,930	-24.2%
Seats	9,256	13,131	-29.5%	9,256	13,131	-29.5%
Load Factor	73.1%	68.0%	7.5%	73.1%	68.0%	7.5%
United Airlines						
Enplanements	1,214	1,687	-28.0%	1,214	1,687	-28.0%
Seats	1,550	1,900	-18.4%	1,550	1,900	-18.4%
Load Factor	78.3%	88.8%	-11.8%	78.3%	88.8%	-11.8%
Totals						
Enplanements	20,072	24,708	-18.8%	20,072	24,708	-18.8%
Seats	26,804	34,507	-22.3%	26,804	34,507	-22.3%
Load Factor	74.9%	71.6%	4.6%	74.9%	71.6%	4.6%

Airline Flight Completions Asheville Regional Airport January 2016

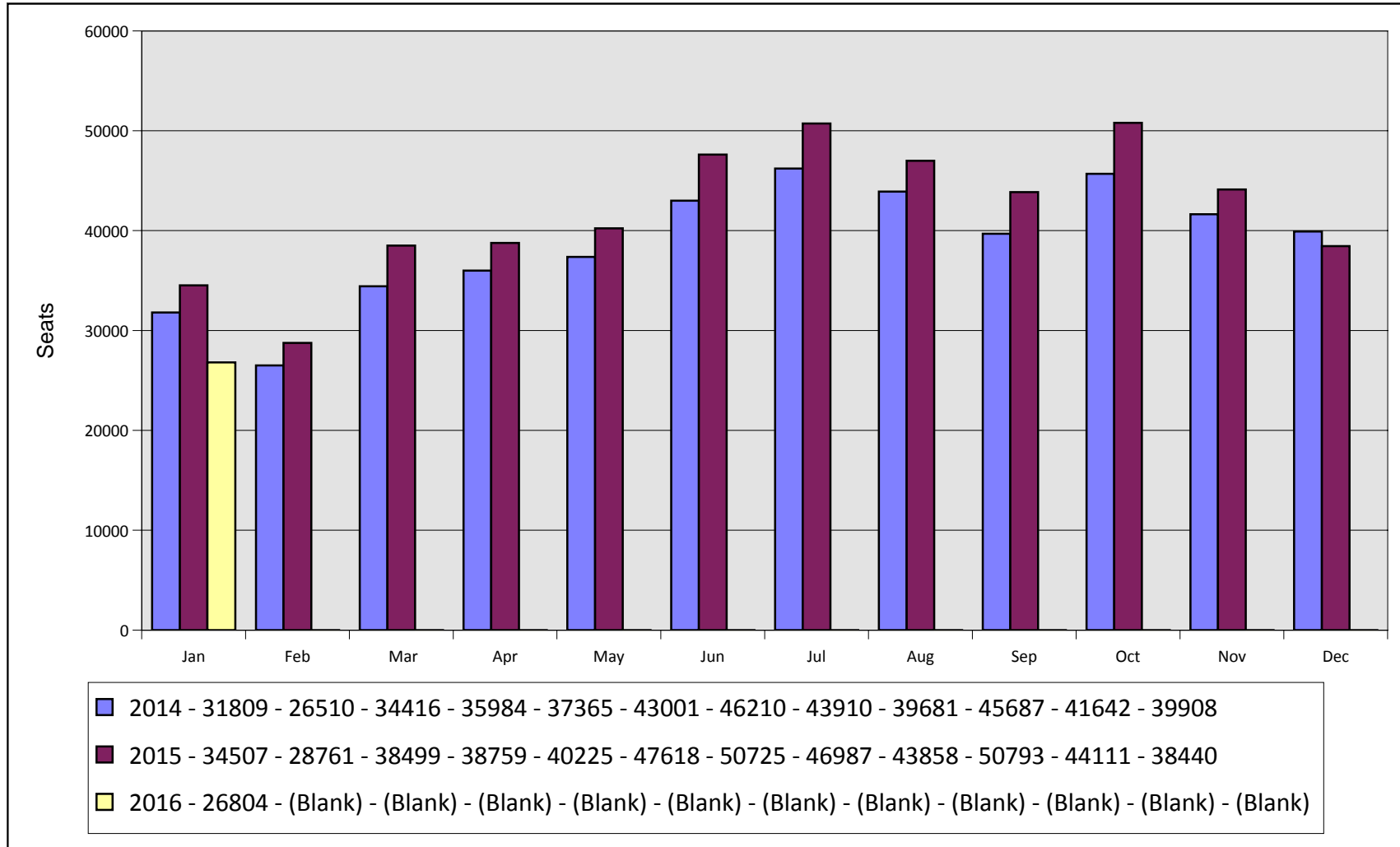


Airline	Scheduled Flights	Field	Cancellations Due To			Total Cancellations	Percentage of Completed
			Mechanical	Weather	Other		
Allegiant Air	38	0	0	0	0	0	100.0%
American Airlines	209	0	12	10	0	22	89.5%
Delta Air Lines	174	0	0	9	0	9	94.8%
United Airlines	33	0	0	2	0	2	93.9%
Total	454	0	12	21	0	33	92.7%

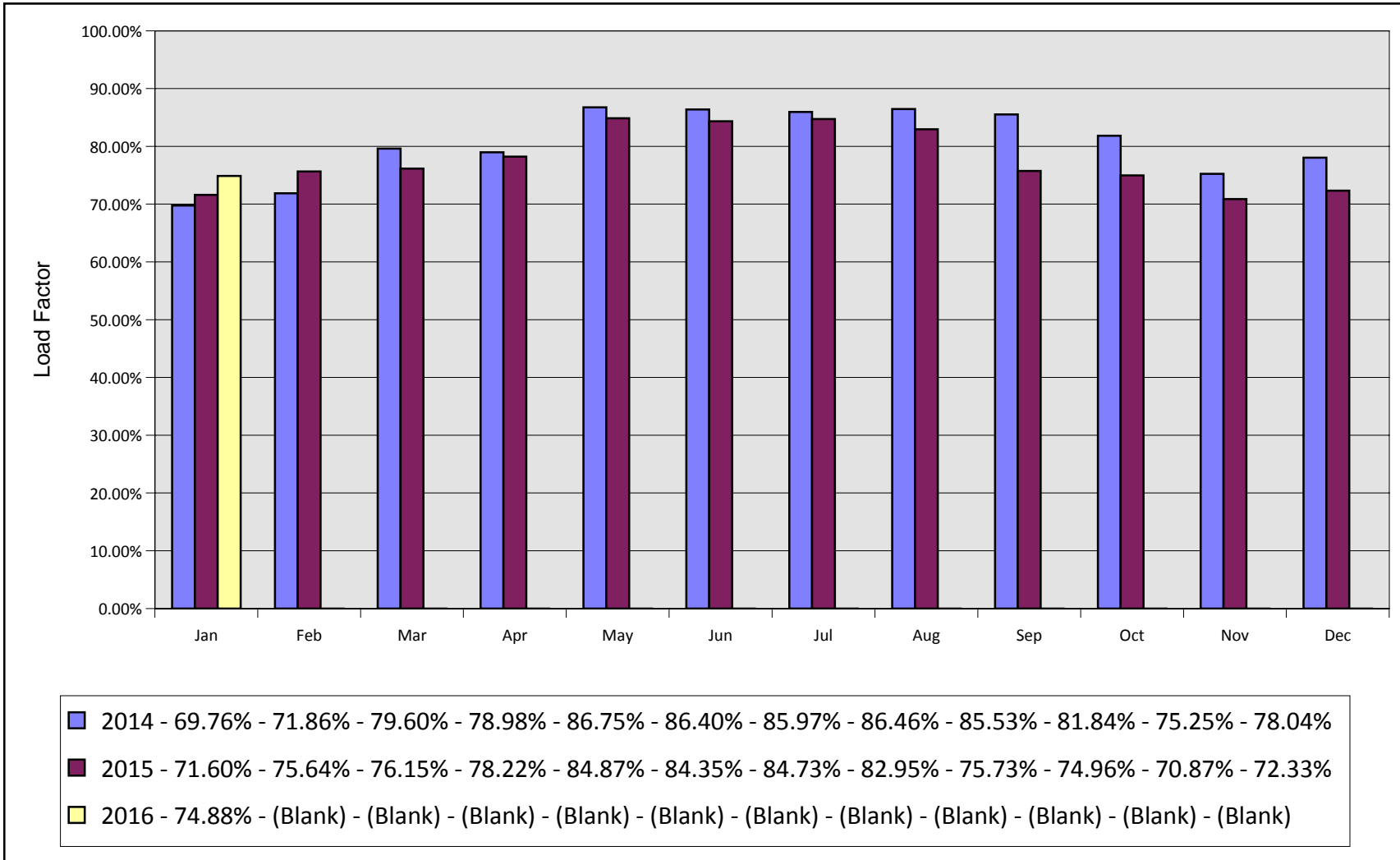
Monthly Enplanements By Year Asheville Regional Airport



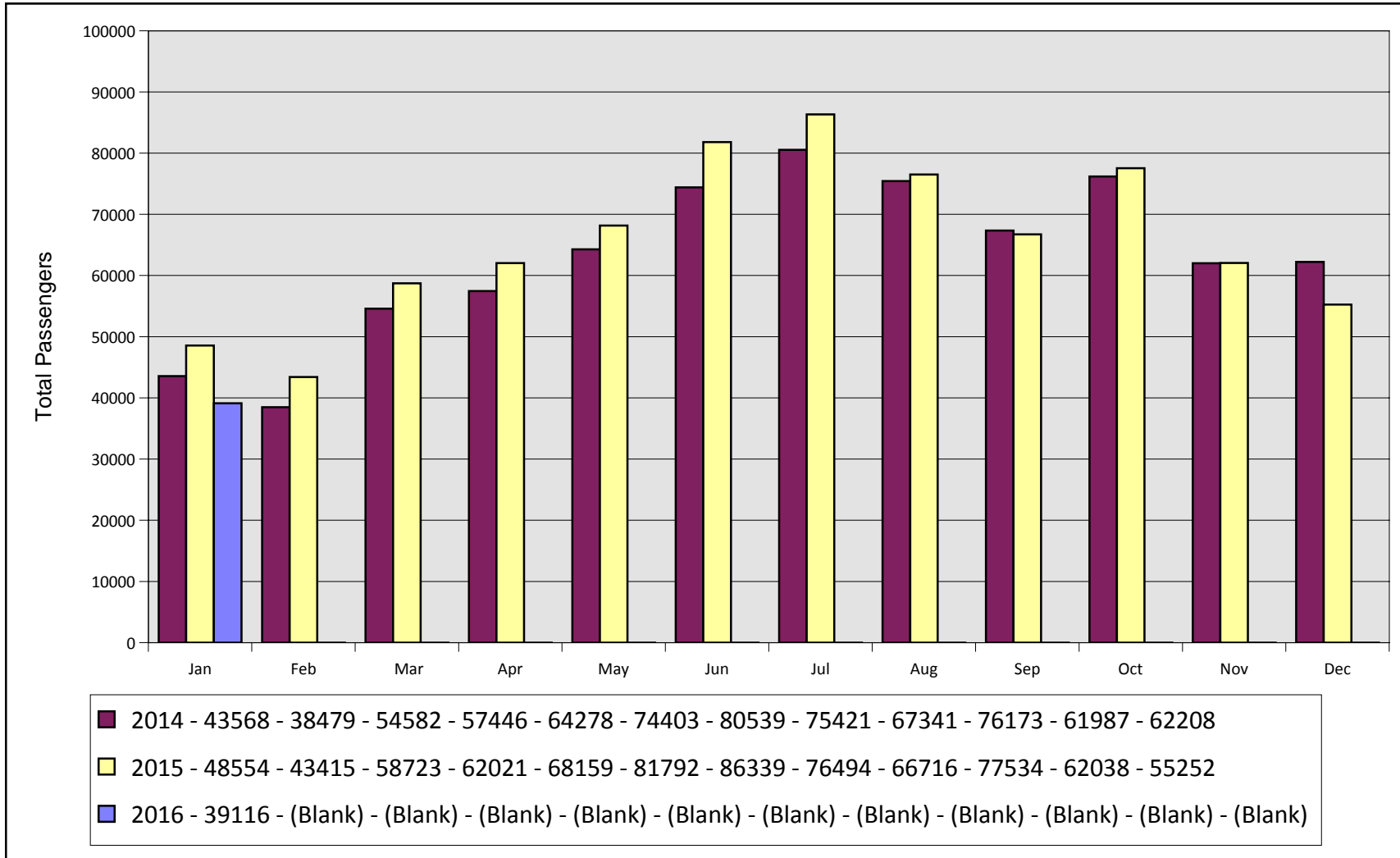
Monthly Seats By Year Asheville Regional Airport



Monthly Load Factors By Year Asheville Regional Airport

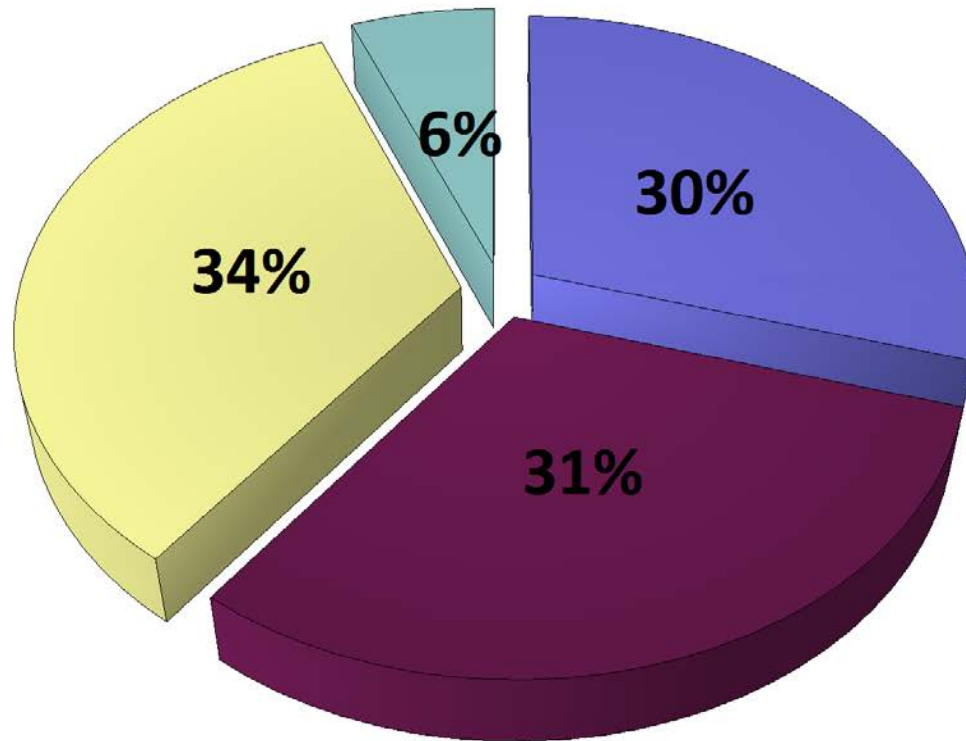


Total Monthly Passengers By Year Asheville Regional Airport



Airline Market Share Analysis (Enplanements) Asheville Regional Airport

Report Period From January 2016 Through January 2016



Schedule Weekly Summary Report for nonstop Passenger (Air - All) flights from AVL for travel March 2016 vs. March 2015

Mkt Al	Travel Period		Mar 2016		Mar 2015		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL	CLT	48	2,325	0	0	48	2,325		
AA	CLT	AVL	48	2,325	0	0	48	2,325		
DL	ATL	AVL	47	3,238	40	3,381	7	(143)	17.5%	(4.2%)
DL	AVL	ATL	47	3,238	40	3,381	7	(143)	17.5%	(4.2%)
G4	AVL	FLL	2	332	3	531	(1)	(199)	(33.3%)	(37.5%)
G4	AVL	PBI	2	332	2	354	0	(22)	0.0%	(6.2%)
G4	AVL	PGD	3	498	2	332	1	166	50.0%	50.0%
G4	AVL	PIE	4	664	2	354	2	310	100.0%	87.6%
G4	AVL	SFB	2	332	2	332	0	0	0.0%	0.0%
G4	FLL	AVL	2	332	3	531	(1)	(199)	(33.3%)	(37.5%)
G4	PBI	AVL	2	332	2	354	0	(22)	0.0%	(6.2%)
G4	PGD	AVL	3	498	2	332	1	166	50.0%	50.0%
G4	PIE	AVL	4	664	2	354	2	310	100.0%	87.6%
G4	SFB	AVL	2	332	2	332	0	0	0.0%	0.0%
UA	AVL	ORD	14	700	14	700	0	0	0.0%	0.0%
UA	ORD	AVL	14	700	14	700	0	0	0.0%	0.0%
US	AVL	CLT	0	0	48	2,655	(48)	(2,655)	(100.0%)	(100.0%)
US	CLT	AVL	0	0	48	2,655	(48)	(2,655)	(100.0%)	(100.0%)
			244	16,842	226	17,278	18	(436)	8.0%	(2.5%)

Schedule Weekly Summary Report for nonstop Passenger (Air - All) flights from AVL for travel April 2016 vs. April 2015

Mkt Al	Travel Period		Apr 2016		Apr 2015		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL	CLT	48	2,325	0	0	48	2,325		
AA	CLT	AVL	48	2,325	0	0	48	2,325		
DL	ATL	AVL	46	3,194	38	3,207	8	(13)	21.1%	(0.4%)
DL	AVL	ATL	46	3,194	38	3,184	8	10	21.1%	0.3%
G4	AVL	FLL	2	332	2	354	0	(22)	0.0%	(6.2%)
G4	AVL	PBI	2	332	2	354	0	(22)	0.0%	(6.2%)
G4	AVL	PGD	2	332	2	332	0	0	0.0%	0.0%
G4	AVL	PIE	2	332	3	531	(1)	(199)	(33.3%)	(37.5%)
G4	AVL	SFB	2	332	2	332	0	0	0.0%	0.0%
G4	FLL	AVL	2	332	2	354	0	(22)	0.0%	(6.2%)
G4	PBI	AVL	2	332	2	354	0	(22)	0.0%	(6.2%)
G4	PGD	AVL	2	332	2	332	0	0	0.0%	0.0%
G4	PIE	AVL	2	332	3	531	(1)	(199)	(33.3%)	(37.5%)
G4	SFB	AVL	2	332	2	332	0	0	0.0%	0.0%
UA	AVL	ORD	18	900	18	900	0	0	0.0%	0.0%
UA	ORD	AVL	18	900	18	900	0	0	0.0%	0.0%
US	AVL	CLT	0	0	48	2,655	(48)	(2,655)	(100.0%)	(100.0%)
US	CLT	AVL	0	0	48	2,655	(48)	(2,655)	(100.0%)	(100.0%)
			244	16,158	230	17,307	14	(1,149)	6.1%	(6.6%)

Schedule Weekly Summary Report for nonstop Passenger (Air - All) flights from AVL for travel May 2016 vs. May 2015

Mkt Al	Travel Period		May 2016		May 2015		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL	CLT	47	2,444	0	0	47	2,444		
AA	CLT	AVL	47	2,444	0	0	47	2,444		
DL	ATL	AVL	45	3,856	39	3,734	6	122	15.4%	3.3%
DL	AVL	ATL	45	3,856	39	3,734	6	122	15.4%	3.3%
G4	AVL	FLL	2	332	2	354	0	(22)	0.0%	(6.2%)
G4	AVL	PBI	2	332	2	332	0	0	0.0%	0.0%
G4	AVL	PGD	2	332	2	332	0	0	0.0%	0.0%
G4	AVL	PIE	4	664	3	531	1	133	33.3%	25.0%
G4	AVL	SFB	3	498	3	509	0	(11)	0.0%	(2.2%)
G4	FLL	AVL	2	332	2	354	0	(22)	0.0%	(6.2%)
G4	PBI	AVL	2	332	2	332	0	0	0.0%	0.0%
G4	PGD	AVL	2	332	2	332	0	0	0.0%	0.0%
G4	PIE	AVL	4	664	3	531	1	133	33.3%	25.0%
G4	SFB	AVL	3	498	3	509	0	(11)	0.0%	(2.2%)
UA	AVL	ORD	15	750	15	750	0	0	0.0%	0.0%
UA	ORD	AVL	15	750	15	750	0	0	0.0%	0.0%
US	AVL	CLT	0	0	47	2,699	(47)	(2,699)	(100.0%)	(100.0%)
US	CLT	AVL	0	0	47	2,699	(47)	(2,699)	(100.0%)	(100.0%)
			240	18,416	226	18,482	14	(66)	6.2%	(0.4%)



MEMORANDUM

TO: Members of the Airport Authority
 FROM: Janet Burnette, Director of Finance & Accounting
 DATE: March 11, 2016

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
 Month of January, 2016 (Month 7 of FY2016)

SUMMARY

Operating Revenues for the month of January were \$746,822, 10.23% over budget. Operating Expenses for the month were \$577,720, 11.89% under budget. As a result, Net Operating Revenues before Depreciation were \$147,297 over budget. Net Non-Operating Revenues were \$133,224, 2.02% under budget.

Year-to-date Operating Revenues were \$6,116,257, 17.98% over budget. Year-to-date Operating Expenses were \$4,265,788, 8.96% below budget. Year-to-date Net Operating Revenues before Depreciation were \$1,351,935 over budget. Net Non-Operating Revenues for the year were \$1,687,424, 2.81% below budget.

REVENUES

Significant variations to budget for January were:

Comm. Grnd. Transportation	\$19,810	264.13%	Timing of Employee Parking Fees.
Landing Fees	\$17,495	49.81%	Airlines Rates & Charges revised 7/1/15.
Concessions	\$11,161	43.66%	Enplanements over budget

EXPENSES

Significant variations to budget for January were:

Professional Services	(\$10,508)	(58.71%)	Timing of Professional Services
Other Contractual Services	(\$14,369)	(19.18%)	Timing of Contractual Services
Repairs & Maintenance	(\$10,969)	(38.51%)	Timing of Repairs & Maintenance
Operating Supplies	(\$8,130)	(28.32%)	Timing of Operating Supplies
Books, Publications & Memberships	(\$10,051)	(76.08%)	Timing of Publications & Memberships



STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by 613k mainly due to reduction of accounts payable balance.

Grants Receivable – Grants Receivable increased by \$91k due to spending on Airfield Redevelopment project.

Construction in Progress – Construction in Progress increased by \$204k mainly due to spending on the Airfield Redevelopment project.

Property and Equipment, Net – Property and Equipment, Net decreased by \$373k for the current month's depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of January 31, 2016**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	0.20%	\$ 7,614,867	1,396
First Citizens - Money Market Account	0.05%	6,388,671	271
NC Capital Management Trust - Cash Portfolio		17,187	4
NC Capital Management Trust - Term Portfolio		3,016,720	904
Petty Cash		200	
 <u>Restricted Cash:</u>			
Wells Fargo - CFC Revenue Account	0.00%	432,642	0
Bank of America - PFC Revenue Account	0.20%	4,561,727	771
 Total		 <u>\$ 22,032,014</u>	 <u>\$ 3,346</u>

Investment Diversification:

Banks	86%
NC Capital Management Trust	14%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month Ended January 31, 2016

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 22,645,877	\$ 23,459,658
Net Income/(Loss) Before Capital Contributions	(71,603)	(97,938)
Depreciation	373,929	373,929
Decrease/(Increase) in Receivables	(44,702)	(524,226)
Increase/(Decrease) in Payables	(730,730)	(302,503)
Decrease/(Increase) in Prepaid Expenses	17,586	17,586
Decrease/(Increase) in Fixed Assets	(204,123)	(766,097)
Principal Payments of Bond Maturities	(45,869)	(45,649)
Capital Contributions	91,649	531,117
Increase(Decrease) in Cash	(613,863)	(813,781)
Cash and Investments End of Period	\$ 22,032,014	\$ 22,645,877

Asheville Regional Airport
Detailed Statement of Revenue, Expenses and Changes in Net Assets
For the Month Ending January 31, 2016

	<u>Current Month Actual</u>	<u>Current Month Budget</u>	<u>Variance \$</u>	<u>Variance %</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Variance \$</u>	<u>Variance %</u>	<u>Annual Budget</u>
Operating Revenue:									
Terminal Space Rentals - Non Airline	\$18,179	\$17,985	\$194	1.08%	\$127,254	\$127,606	(\$352)	(0.28%)	\$217,532
Terminal Space Rentals - Airline	103,352	95,253	8,099	8.50%	1,041,446	788,340	253,106	32.11%	1,339,356
Concessions	36,726	25,565	11,161	43.66%	271,955	194,955	77,000	39.50%	353,780
Auto Parking	210,416	204,000	6,416	3.15%	1,844,801	1,616,000	228,801	14.16%	2,820,000
Rental Car - Car Rentals	111,793	114,124	(2,331)	(2.04%)	786,144	798,866	(12,722)	(1.59%)	1,369,497
Rental Car - Facility Rent	50,068	50,052	16	0.03%	358,189	358,556	(367)	(0.10%)	616,292
Commercial Ground Transportation	27,310	7,500	19,810	264.13%	47,298	17,500	29,798	170.27%	41,100
Landing Fees	52,619	35,124	17,495	49.81%	520,279	310,876	209,403	67.36%	536,604
FBO'S	80,288	80,089	199	0.25%	588,737	589,623	(886)	(0.15%)	997,468
Building Leases	12,833	8,705	4,128	47.42%	56,274	60,896	(4,622)	(7.59%)	104,631
Land Leases	1,166	2,163	(997)	(46.09%)	10,442	15,144	(4,702)	(31.05%)	25,969
Other Leases/Fees	42,072	36,938	5,134	13.90%	463,438	305,929	157,509	51.49%	545,021
Total Operating Revenue	\$746,822	\$677,498	\$69,324	10.23%	\$6,116,257	\$5,184,291	\$931,966	17.98%	\$8,967,250
Operating Expenses:									
Personnel Services	\$381,454	\$392,426	(\$10,972)	(2.80%)	\$2,625,356	\$2,772,025	(\$146,669)	(5.29%)	\$4,953,098
Professional Services	7,391	17,899	(10,508)	(58.71%)	160,223	171,594	(11,371)	(6.63%)	256,171
Accounting & Auditing	-	-	-	100.00%	7,000	6,200	800	12.90%	15,000
Other Contractual Services	60,543	74,912	(14,369)	(19.18%)	458,061	485,283	(27,222)	(5.61%)	856,667
Travel & Training	13,578	12,513	1,065	8.51%	102,948	80,227	22,721	28.32%	178,400
Communications & Freight	6,247	6,017	230	3.82%	50,683	42,119	8,564	20.33%	72,198
Utility Services	31,697	40,093	(8,396)	(20.94%)	237,985	273,693	(35,708)	(13.05%)	466,427
Rentals & Leases	980	991	(11)	(1.11%)	6,620	6,941	(321)	(4.62%)	11,900
Insurance	17,189	18,793	(1,604)	(8.54%)	115,589	131,551	(15,962)	(12.13%)	225,500
Repairs & Maintenance	17,517	28,486	(10,969)	(38.51%)	142,142	175,152	(33,010)	(18.85%)	276,781
Advertising, Printing & Binding	3,649	1,772	1,877	105.93%	65,901	109,689	(43,788)	(39.92%)	198,635
Promotional Activities	6,997	4,747	2,250	47.40%	51,067	47,879	3,188	6.66%	119,490
Other Current Charges & Obligations	6,150	6,874	(724)	(10.53%)	54,783	52,118	2,665	5.11%	86,500
Office Supplies	589	750	(161)	(21.47%)	4,759	5,250	(491)	(9.35%)	9,000
Operating Supplies	20,579	28,709	(8,130)	(28.32%)	138,176	249,735	(111,559)	(44.67%)	356,543
Books, Publications, Subscriptions & Mem	3,160	13,211	(10,051)	(76.08%)	39,968	38,801	1,167	3.01%	46,597
Contingency	-	-	-	100.00%	-	-	-	100.00%	-
Emergency Repair	-	7,500	(7,500)	(100.00%)	4,527	37,500	(32,973)	(87.93%)	75,000
Business Development	-	-	-	100.00%	-	-	-	100.00%	300,000
Total Operating Expenses	\$577,720	\$655,693	(\$77,973)	(11.89%)	\$4,265,788	\$4,685,757	(\$419,969)	(8.96%)	\$8,503,907

Asheville Regional Airport
Detailed Statement of Revenue, Expenses and Changes in Net Assets

For the Month Ending January 31, 2016

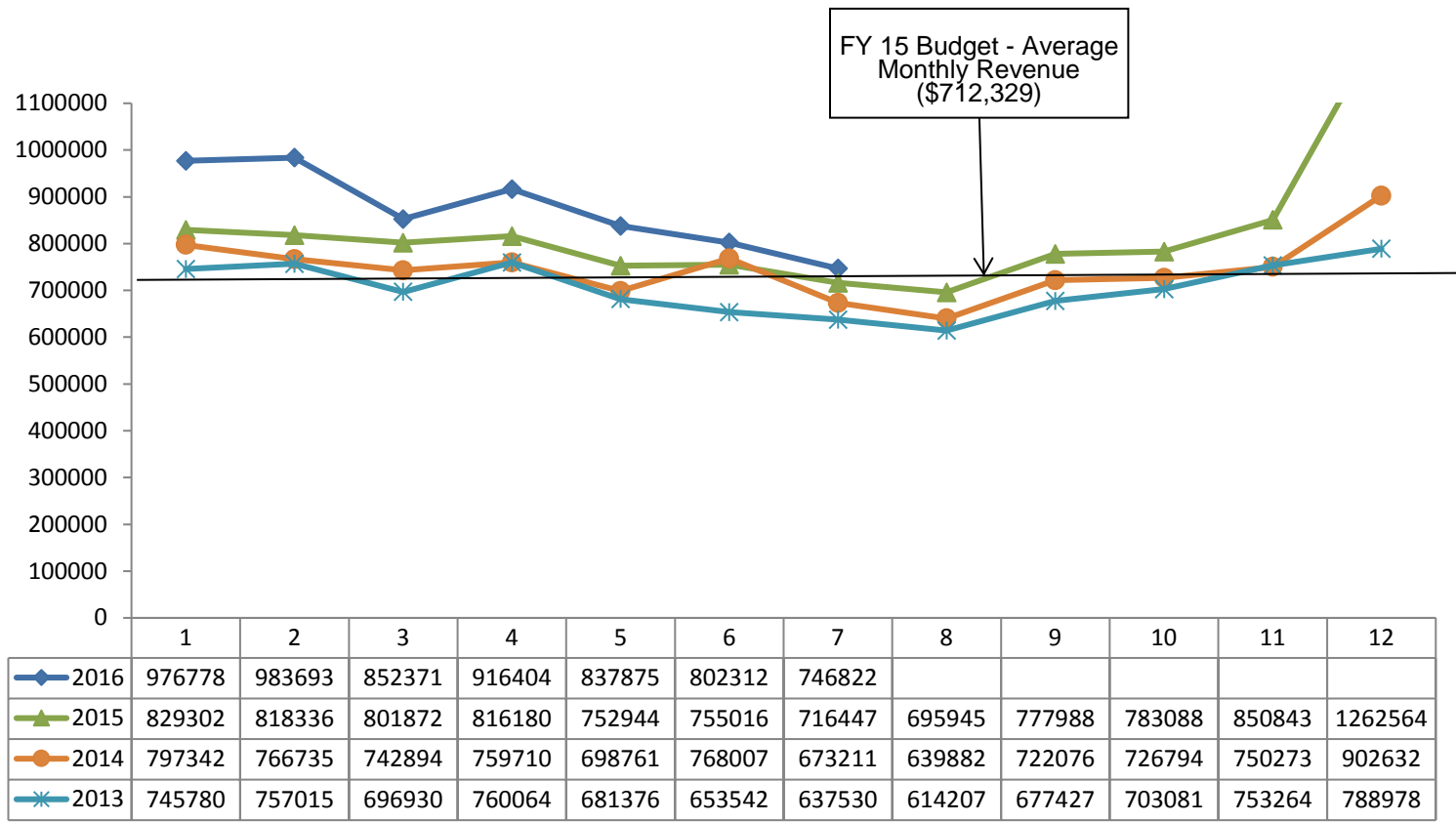
	Current Month Actual	Current Month Budget	Variance \$	Variance %	YTD Actual	YTD Budget	Variance \$	Variance %	Annual Budget
Operating Revenue before Depreciation	\$169,102	\$21,805	\$147,297	675.52%	\$1,850,469	\$498,534	\$1,351,935	271.18%	\$463,343
Depreciation	373,929	-	373,929	100.00%	2,617,503	-	2,617,503	100.00%	-
Operating Income(Loss) Before Non-Operating Revenue and Expenses	(\$204,827)	\$21,805	(\$226,632)	(1,039.36%)	(\$767,034)	\$498,534	(\$1,265,568)	(253.86%)	\$463,343
Non-Operating Revenue and Expense									
Customer Facility Charges	\$73,415	\$70,000	\$3,415	4.88%	\$842,240	\$746,000	\$96,240	12.90%	\$ 1,250,000
Passenger Facility Charges	62,829	70,500	(7,671)	(10.88%)	874,417	1,026,500	(152,083)	(14.82%)	1,642,500
Interest Revenue	3,346	1,833	1,513	82.54%	19,716	12,833	6,883	53.64%	22,000
Interest Expense	(6,366)	(6,366)	-	0.00%	(49,150)	(49,151)	1	(0.00%)	(77,640)
Reimbursable Cost Revenues	-	21,400	(21,400)	(100.00%)	33,611	169,700	(136,089)	(80.19%)	276,700
Reimbursable Cost Expenses	-	(21,400)	21,400	(100.00%)	(33,611)	(169,700)	136,089	(80.19%)	(276,700)
Gain/Loss on Disposal of Assets	-	0	(0)	0.00%	201	0	201	0.00%	-
Non-Operating Revenue-Net	\$133,224	\$135,967	(\$2,743)	(2.02%)	\$1,687,424	\$1,736,182	(\$48,758)	(2.81%)	\$2,836,860
Income (Loss) Before Capital Contributions	(\$71,603)	\$157,772	(\$229,375)	(145.38%)	\$920,390	\$2,234,716	(\$1,314,326)	(58.81%)	\$3,300,203
Capital Contributions	\$91,649	\$0	\$91,649	100.00%	\$7,356,190	\$0	\$7,356,190	100.00%	\$0
Increase in Net Assets	\$20,046	\$157,772	(\$137,726)	(87.29%)	\$8,276,580	\$2,234,716	\$6,041,864	270.36%	\$3,300,203

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of January 31, 2016**

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$17,037,645	\$17,662,872
Accounts Receivable	622,884	672,192
Passenger Facility Charges Receivable	170,000	170,000
Refundable Sales Tax Receivable	41,836	39,476
Grants Receivable	4,348,746	4,257,097
Prepaid Expenses	88,080	105,666
Total Unrestricted Assets	22,309,191	22,907,303
Restricted Assets:		
Cash and Cash Equivalents	4,994,369	4,983,004
Total Restricted Assets	4,994,369	4,983,004
Total Current Assets	27,303,560	27,890,307
Noncurrent Assets:		
Construction in Progress	26,203,116	25,998,993
Property and Equipment - Net	57,309,826	57,683,755
Total Noncurrent Assets	83,512,942	83,682,748
	\$110,816,502	\$111,573,055
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$557,254	\$1,206,461
Customer Deposits	17,125	17,125
Unearned Revenue	409,184	490,708
Construction Contract Retainages	540,638	540,638
Revenue Bond Payable - Current	568,003	565,276
Total Payable from Unrestricted Assets	2,092,204	2,820,208
Total Current Liabilities	2,092,204	2,820,208
Noncurrent Liabilities:		
Other Postemployment Benefits	1,721,636	998,847
Compensated Absences	382,113	382,113
Net Pension Obligation-LEO Special Separation Allowance	(11,941)	(11,941)
Revenue Bond Payable - Noncurrent	705,497	754,093
Total Noncurrent Liabilities	2,797,305	2,123,112
Total Liabilities	4,889,509	4,943,320
Net Assets:		
Invested in Capital Assets	82,239,442	82,363,379
Restricted	4,994,369	4,983,004
Unrestricted	18,693,182	19,283,352
Total Net Assets	105,926,993	106,629,735
	\$110,816,502	\$111,573,055

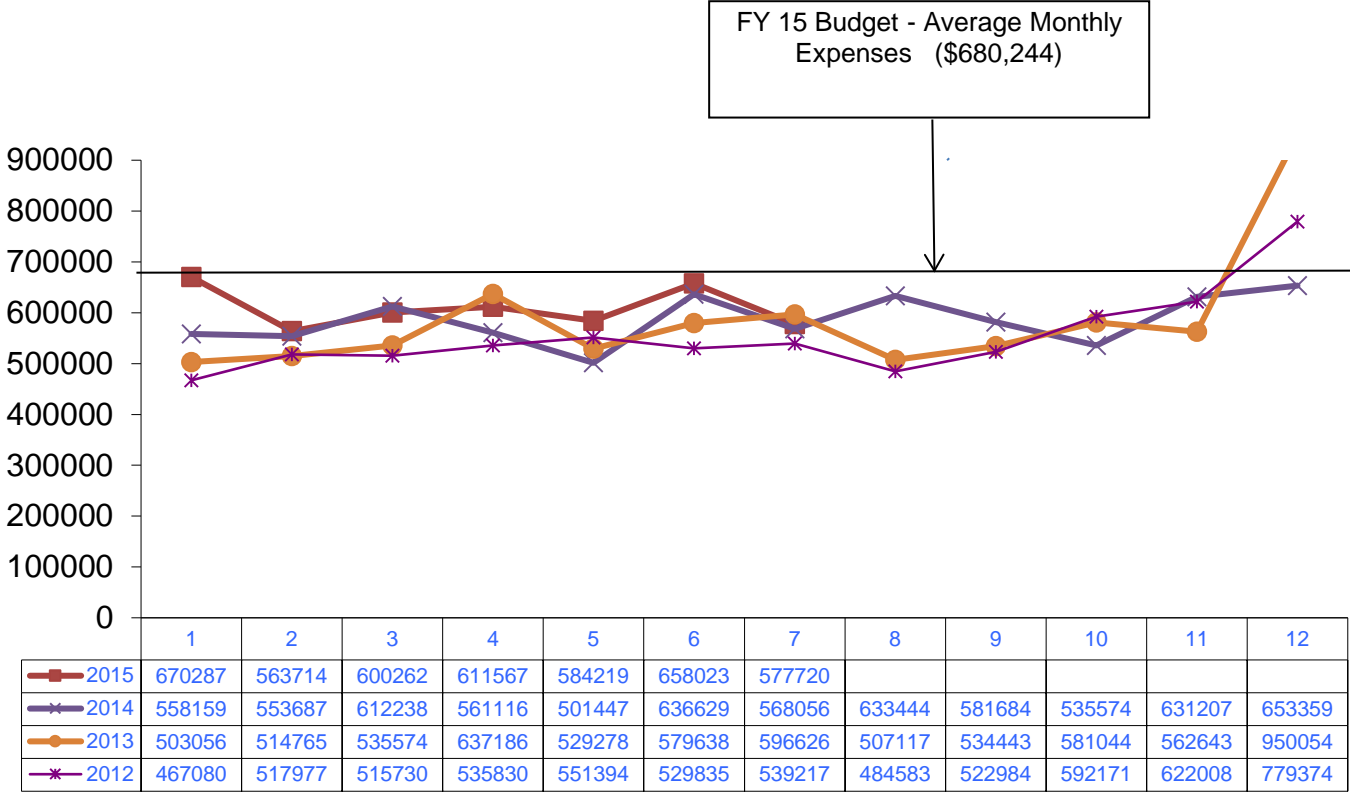
ASHEVILLE REGIONAL AIRPORT Annual Operating Revenue by Month January 2016

Dollars



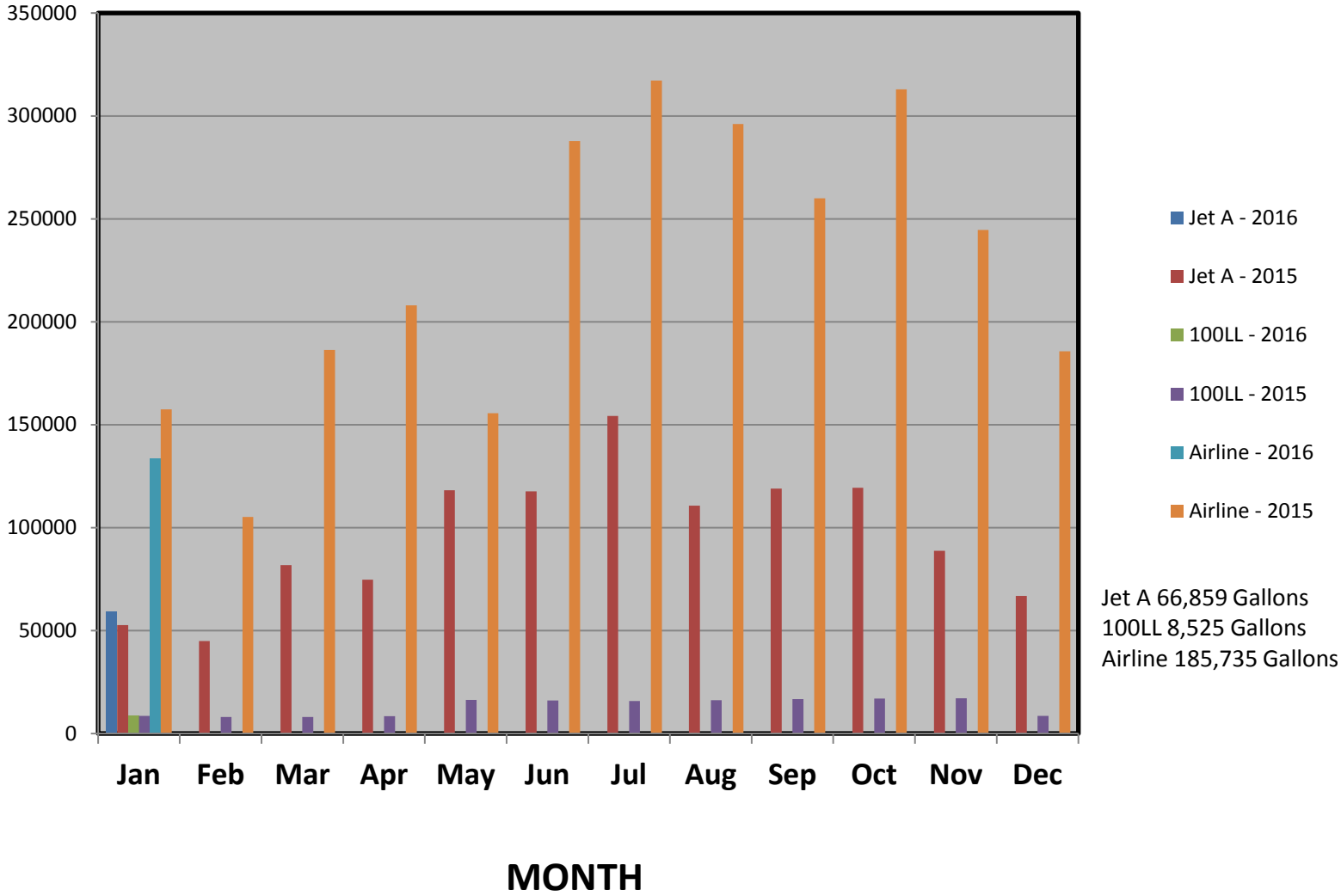
ASHEVILLE REGIONAL AIRPORT Annual Operating Expenses by Month January 2016

Dollars

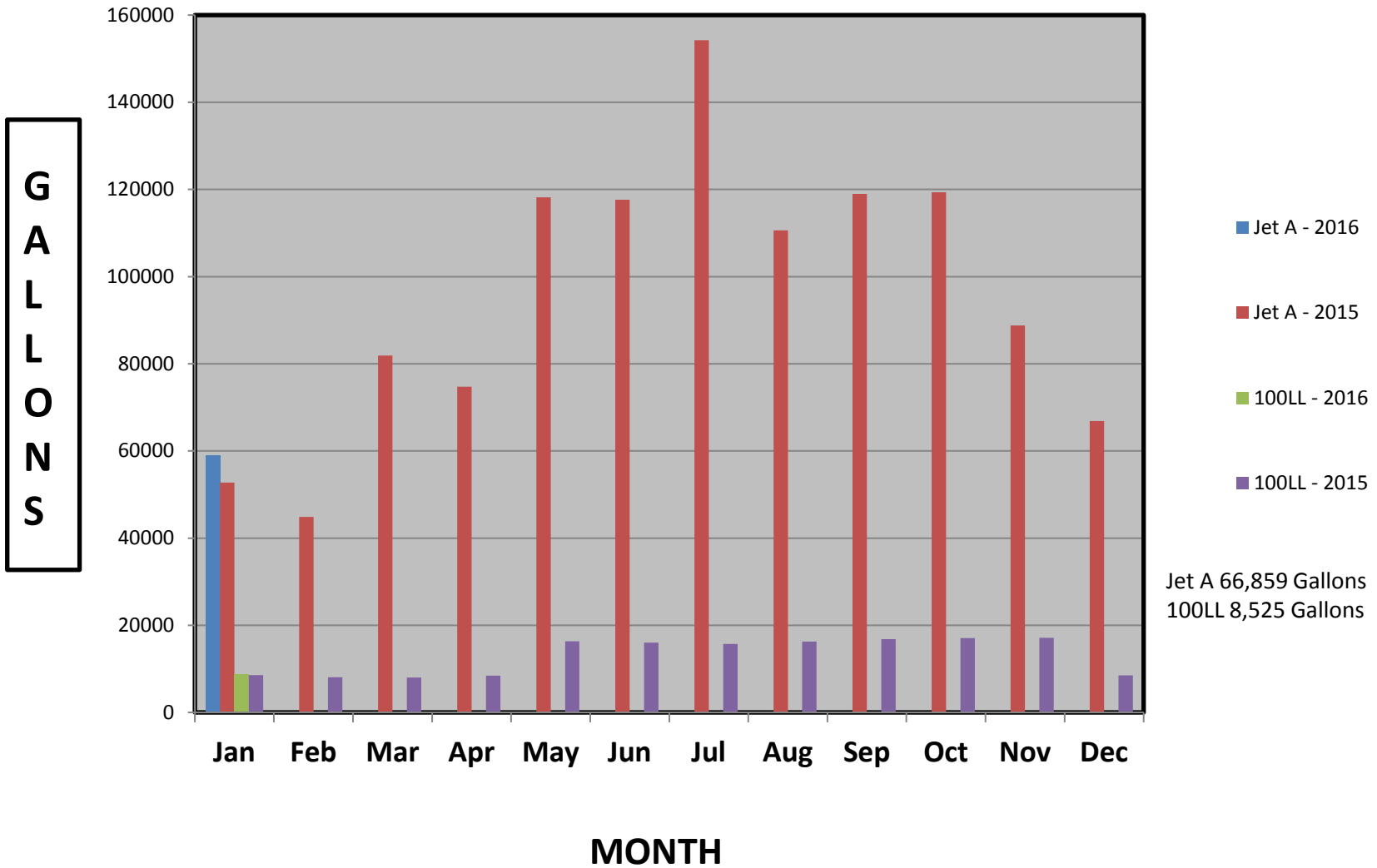


**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
January 2016**

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**ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
January 2016**



Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 03/01/2016)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 03/01/2016)	Start Date	End Date	Current Project Status (as of 03/01/2016)
1	Airfield Re-Development Project	Budget for the complete project				\$64,000,000.00	\$11,800,000.00		\$75,800,000.00	36.5%	\$27,694,964.26			All Engineer contracts, completed construction contracts and expenses will be inclusive of budget.
1A	Airfield Re-Development Project	Phase I - Design Services	RS&H	\$447,983.00	N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>	83%	\$371,120.73	Dec-12	Jun-16	Project Management work continues.
1B	Airfield Re-Development Project	Phase II - Design Services and Project Management.	RS&H	\$1,842,318.00	N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>	89.0%	\$1,638,522.62	Jun-13	Jun-16	Project Management work continues.
1C	Airfield Re-Development Project	Phase III and IV - Design Services and Project Management.	RS&H	\$2,399,826.00	N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>	5.50%	\$136,741.70	Dec-14	May-18	BP-3 Bid opening took place 2-25-16.
1D	Airfield Re-Development Project	New Runway Design	Michael Baker Engineering Inc.	\$397,257.94	N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>	100%	\$397,257.94	Mar-13	Sep-14	Contract is completed.
1E	Airfield Re-Development Project	Temporary Runway/Taxiway Design	AVCON	\$1,837,826.00	N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>	100.0%	\$1,837,826.00	Mar-13	Jun-16	Construction support services continue.
1F	Airfield Re-Development Project	New Runway Design	AVCON	\$1,902,676.06	N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>	30.3%	\$577,799.36	Mar-13	May-18	BP-3 Bid opening took place 2-25-16.
1G	Airfield Re-Development Project	Miscellaneous and Administrative Expenses			N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>		\$2,476,229.21	Jan-13	Dec-17	Misc., Admin., \$642K FAA Reimbursable expenses and land acquisition costs of 1.5M are included in this figure.
2	Parking Garage Project	Design and EA for approximately 1500 spaces of covered parking garage.	Delta Airport Consultants	\$1,627,575.00	N/A	N/A	\$0.00	0.00%	\$1,627,575.00	16.70%	\$272,960.00	Oct-15	May-16	Design is approximately 30% complete and continues to work towards final plans.

Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 03/01/2016)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 03/01/2016)	Start Date	End Date	Current Project Status (as of 03/01/2016)
1	Westside Area 3	Construction for the Westside Project to level land utilizing engineered ash to fill and top with soil embankment/cap for future development.	AVCON	\$278,060.00	Charah	N/A	\$62,700.00	22.50%	\$340,760 * <i>(project expenses are being reimbursed by Charah through a separate agreement)</i>	88.0%	\$300,200.32	Mar-13	Mar-16	Work is completed and Charah continues to monitor erosion control under warranty period.
2	Area 2	Construction for the Ash Fill on the NE for future development.	AVCON	\$466,140.00	Charah	N/A	\$0.00	0.00%	\$466,140 * <i>(project expenses are being reimbursed by Charah through a separate agreement)</i>	17.8%	\$83,252.03	Dec-14	May-17	Presently on hold.

Greater Asheville Regional Airport Authority
Project Report - March 2016

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 03/01/2016)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 03/01/2016)	Start Date	End Date	Current Project Status (as of 03/01/2016)
3	Temporary Runway 17-35 Paving, Lighting and NAVAIDS	Construction of new temporary runway - parallel taxiway B	RS&H and AVCON, Inc.	Amount included in Phase 3 Design Fees	Harrison Construction Company	\$12,435,884.00	\$76,222.32	0.61%	\$13,057,678.00	85.0%	\$11,118,769.22	Mar-15	Dec-15	Continued efforts to keep erosion control on site operational.
5	Water Hydrant Service Station	Install deicing truck refill station	Delta Airport Consultants	\$16,500.00 (Development Operating Budget)	T&K Utilities, Inc.	\$29,500.00	\$0.00	0.00%	\$56,000.00	90.3%	\$50,604.38	Jul-15	Dec-15	Pipe stand is in place and training performed with Airline staff.

Amounts are based on invoices received and processed through Development.

Key strategic priorities

Governance vs. Management : Focus on setting governing direction (“guard rails”) for the organizational and holding management accountable for the execution of operational tactics. Pursue continuous educational opportunities for Authority Member development.

1. **Organizational Relevance**: Remaining relevant in an era of airport consolidation
2. **Financial Stewardship**: Sustainability/Operating Performance/Audit & Compliance
3. **Municipal Relations**: Positive relationships with all municipalities surrounding the airport
4. **Stakeholder Relations**: Positive relationships with neighbors and other community organizations
5. **Community Image**: Public Perception/Public Relations/Customer Service/Legal Entity
6. **Facilities Stewardship**: Future Master Facilities Plan
7. **Environmental Stewardship**: Accountability/Awareness of Environmental Issues
8. **Economic Development**: Engage Community Partners/Airline Service Development
9. **Vendor-Partner Relations**: General Aviation/Rental Car Agencies/Vendors
10. **Public Safety**: Airport Emergency Safety/TSA Relations/Municipal Partners
11. **Organizational Accountability**: Executive Director Supervision