



Request for Qualifications

CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

**Richland – Lexington Airport District
West Columbia, SC**

ISSUED DATE: October 12, 2021

ISSUED BY: Richland – Lexington Airport District
3400 Air Commerce Drive
West Columbia, SC 29170

POINT OF CONTACT: Mr. Thomas Tapp Facilities Manager
Email: t.tapp@flycae.com

MANDATORY MEETING: November 3, 2021, at 10:00 a.m. EDT
Columbia Metropolitan Airport
Carolina Room
3000 Aviation Way, West Columbia SC 29170

QUESTION DEADLINE: November 10, 2021; no later than 2:00 p.m. EDT

PROPOSAL DEADLINE: November 17, 2021; no later than 2:00 p.m. EDT
Richland – Lexington Airport District
Thomas Tapp, Facilities
3400 Air Commerce Drive
West Columbia, SC 29170

CONTENTS

1. REQUEST FOR QUALIFICATIONS 3

2. SCOPE AND GENERAL INFORMATION 4

3. INSTRUCTIONS TO CONTRACTORS 6

4. TERMS AND CONDITIONS 9

5. SELECTION PROCESS AND CRITERIA 12

6. CONTRACTOR PROPOSAL 13

7. APPENDIX A 20

1. REQUEST FOR QUALIFICATIONS

1.1 The purpose of this Request for Qualifications (RFQ) is to identify multiple Qualified General Contractors to provide Indefinite Delivery Contract (IDC) Services on behalf of the Columbia Metropolitan Airport (Airport). The projects to be performed under this IDC will vary in scope and may include, but are not necessarily limited to:

1.1.1 Civil construction: Airfield & Landside Paving, Grading, Erosion Control, Curb/Gutter, Storm Sewer, Underground Utilities, Pavement Markings, Landscaping, Obstruction Clearing.

1.1.2 Building Interior/Exterior Renovations: painting, walls, metals, wood, plastics and composites, weatherproofing, openings, fire suppression, mechanical, electrical, plumbing.

1.1.3 Roadway Asphalt repairs and marking

1.1.4 Interior Exterior Painting

1.1.5 Demolition / Millwork

1.1.6 Dirt Hauling

1.1.7 Site/Airfield Lighting.

1.1.8 Pressure washing, and various commercial cleaning services.

1.1.9 Electrical Roadway lighting Repair

2. SCOPE AND GENERAL INFORMATION

- 2.1 Airport may award up to four (4) Indefinite Delivery Contract(s) (IDC) under this solicitation provided the Airport receives an adequate number of qualified Contractor responses. In no event will the Airport award more contracts than the number set forth in the previous sentence.
- 2.2 Work is to be performed at the following location(s): Columbia Metropolitan Airport Campus: Airport Terminal, Air Operations Area, Airport Landside (Roadways, Parking Facilities, Grounds, General Aviation and Cargo Tenant Areas), CAE Park (Industrial Park), Air Commerce Center (Business Office Park), Rental Car Maintenance Facility Complex.
- 2.3 The awarded IDC will be for two (2) years. In no event will the Airport award more contracts than the number outlined in Section 2.1.
- 2.4 The awarded IDC does not limit the total amount of work to be performed under this contract.
- 2.5 Work awarded under the IDC will be awarded using form CAE-690, Construction Services IDC Delivery Order.
- 2.6 The Airport may only award one Delivery Order per project to the Contractor. However, a Delivery Order may be amended. A Delivery Order may only be amended in writing signed by both parties using form CAE-695, Construction Services Delivery Order Modification.
- 2.7 Work awarded under the IDC for a single project may not exceed \$250,000 (exception may be made where the Airport's budget estimate for a scope of work is below \$250,000, but Contractor Cost Proposals (actual cost) uniformly exceed that limit).
- 2.8 Projects and Delivery Orders may not be divided to avoid the limits outlined in 2.7 above.
- 2.9 The airport does not guarantee a minimum amount of work, nor does it guarantee the size or quantity of any work that is awarded under the IDC.
- 2.10 The airport will provide IDC awardees the opportunity to bid on all Delivery Orders for the services outlined in this Invitation.

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

2.11 Contractors will agree to perform work for the advertised discipline in the following manner:

- 2.11.1. The cost of the work to the Airport will be determined by competitive bidding of each Delivery Order among all contractors having an active contract that the Airport awarded pursuant to this Invitation for Bids.

2.12 Delivery Orders issued shall have a designated priority. The prioritization level and expectations shall be defined as follows:

2.12.1. Level 1 – Quick Turn-Around Project

- i. The contractor will be available to perform a site evaluation within 48 hours of initial contact.
- ii. The contractor shall submit a Proposal in response to receipt of a Scope of Work within seven (7) days of initial contact.
- iii. Contractor will be available to begin work within fourteen (14) days of Delivery Order, or on the date provided in the Notice to Proceed.

2.12.2. Level 2 – Standard Project

- i. Contractor will be available to perform a site evaluation within seven (7) days of initial contact.
- ii. Contractor shall submit Proposal in response to receipt of a Scope of Work within fourteen (14) days of initial contact.
- iii. Contractor will be available to begin work within thirty (30) days of Delivery Order, or on the date provided in the Notice to Proceed.

2.13 Upcoming CAE Projects may include but are not limited to:

- 2.13.1. Asphalt Rejuvenation and Reconstruction Projects: Airport Employee Lot Repair, Doolittle Hanger Ramp Repair, Enterprise Parkway repairs.
- 2.13.2. Air Commerce Center (Business Park) Interior/Exterior Renovations
- 2.13.3. Various Interior Renovations (Terminal and Tenant Areas)
- 2.13.4. Miscellaneous Site Repairs: Erosion Control, Storm Drainage, Embankment
- 2.13.5. Runway Centerline Rubber Removal
- 2.13.6. Airfield Sealing and Marking Projects.
- 2.13.7. Facility Pressure Washing
- 2.13.8. Airside Airline Operation Restroom Renovation

3. INSTRUCTIONS TO CONTRACTORS

- 3.1 Contractors shall submit three (3) hard copies of their proposal (outlined in Section 6 below). Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the applicable Request for Qualifications title, Contractor's name, address, phone, and primary contact name. Proposals must be delivered to the following address to the attention of the proposal point of contact:

Columbia Metropolitan Airport
3400 Air Commerce Drive
West Columbia, SC 29170
Attn: Mr. Thomas Tapp, Facilities Manager

- 3.2 All Proposals must be delivered by 2:00 p.m. on the proposal due date. Requests for extension of time to submit will not be granted. Late Proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered. Proposals sent via e-mail or fax will not be accepted.
- 3.3 The opening and reading of a proposal does not constitute the District's acceptance of the Contractor as responsive and responsible.
- 3.4 It is the sole responsibility of the Contractor to insure that the proposal arrives on time and bears the handwritten signature of an official duly authorized to sign all copies. The name, address and telephone number of the person to contact must be clearly identified.
- 3.5 Any questions about the RFQ should be directed in writing to the Airport point of contact listed in the RFQ.
- 3.6 No proposal may be withdrawn for a period of ninety (90) days after the proposal submission deadline.
- 3.7 Other than with written consent from the Point of Contact, all Contractors, including any persons affiliated with or in any way related to a Contractor, are strictly prohibited from contacting any Commissioners or any District personnel on any matter having to do with any aspect of this RFQ. Any other contact with such persons associated with the District shall be made only through and in coordination with the Point of Contact and must be made in writing. Prohibitive or inappropriate contacts made by Contractor may result in the disqualification of the Contractor.
- 3.8 The District may elect to issue addenda to this RFQ. All addenda will be posted on the District website at the following URL:
<https://www.flycae.com/procurement-bids/>

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

- 3.9 It is the responsibility of the Contractor to view, obtain or download all addenda issued by the District for this RFQ. The Contractor shall acknowledge all issued addenda on the Acknowledgement of Addendum Form.
- 3.10 Submission of a proposal establishes a conclusive presumption that the Contractor is thoroughly familiar with the Request for Qualifications (RFQ) and that the Contractor understands and agrees to abide by all of the stipulations and requirements contained therein.
- 3.11 All notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the Proposal Forms.
- 3.12 All costs incurred in the preparation and presentation of the proposal is the Contractor's sole responsibility; no costs will be reimbursed.
- 3.13 All documentation submitted with the proposal will become the property of the District.
- 3.14 Contractor Proposals are to be submitted as outlined below:
- i. Statement of Qualifications
 - ii. Contractor Questionnaire
 - iii. References
 - iv. Proof of Insurance Coverage
 - v. Certification
 - vi. Acknowledgement of Addendum
- 3.15 The District reserves the right to cancel any or all solicitations, in whole or in part, as well as reject any or all Proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in Contractor Proposals received if it is determined by the Executive Director or his designee that the best interest of the District will be served by so doing. If the solicitation is cancelled or all Contractor Proposals are rejected by the District, a notice will be posted on the District website as identified for the posting of addenda. A proposal will not be considered from any person, firm or corporation that is in arrears or in default to the District on any contract, debt, or other obligation, or if the Contractor is debarred by the District from consideration for a contract award.
- 3.16 Contractor Proposals are subject to public disclosure after the final ranking in accordance with state law. All information contained in any submitted bid, Request for Qualifications, or request for proposal document to the District will be available for public review upon Freedom of Information Act (FOIA) request. All Contractors are hereby advised that any information that they may consider to be exempt from FOIA disclosure should be identified, along with a statement as to whether or not a claim of exemption is being asserted. If such information is later sought by a FOIA request, the

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

Contractor will be allowed to justify its claim of exemption, and the District will assess the validity of said claim in advance of any release.

- 3.17 In the event a contract is entered into pursuant to this RFQ, the Contractor shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The Contractor must include in any and all subcontracts a provision similar to the above.
- 3.18 Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-clarity by the Contractor with this RFQ, instructions, and all conditions of the submission shall be interpreted in the light most favorable to the District.

4. TERMS AND CONDITIONS

- 4.1 The District reserves the right to reject any or all Proposals, or to award the contract to the next most qualified Contractor if the selected Contractor does not execute a contract within seven (7) days after the award.
- 4.2 The District reserves the right to request any supplementary information it deems necessary to evaluate the Contractor's experience, qualifications, or to clarify or substantiate any information contained in the Contractor's submittal.
- 4.3 Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to provide to the District the services set forth in the enclosed Scope of Work.
- 4.4 If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the District shall have the right to terminate its contract by specifying the date of termination in a written notice to the Contractor at least thirty (30) days before the termination date. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed.
- 4.5 Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the District and shall contain, at a minimum, applicable provisions of the RFQ. The District reserves the right to reject any agreement that does not conform to the RFQ and to any District requirements for agreements and contracts.
- 4.6 The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the District.
- 4.7 No reports, information, or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization without the prior written approval from the District.
- 4.8 Insurance Requirements: As outlined in General Conditions CAE-685 § 3.18 Insurance
- 4.9 Hold Harmless Agreement
It is hereby agreed that all construction contracts do contain or be deemed to contain the following agreement: CONTRACTOR [or SUBCONTRACTOR, as appropriate] shall hold the OWNER and the ARCHITECT harmless from any and all claims, damages, liabilities and loss growing out of injury to, or the death of any of the CONTRACTOR's [or SUBCONTRACTOR's, as appropriate] employees or any other persons while on or about the OWNER'S premises in connection with any matter relating to the performance of this contract.

4.10 Qualifications/Certifications

Proposals will be considered only from responsible individuals, co-partnerships, corporations, or other private organizations demonstrating that they have the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work. Labor relations measured by standards of compensation, promptness in meeting obligations, and frequency of personnel changes, among other things, will be considered in determining whether a Contractor has an established operating organization.

4.11 The Contractor must also have the applicable South Carolina licenses and certifications to perform or oversee all services applicable to the RFQ.

4.12 Employee Identification and Access Control (if applicable)

The Contractor shall agree that Contractor and Contractor's employees shall be required to successfully complete the CAE badge process prior to beginning work and will be required to follow all CAE, Federal Aviation Administration and Transportation Security Administration strict security rules and regulations. The Contractor and Contractor's employees shall not enter any of the Airport's restricted areas unless authorized. If access to the Secured, Sterile or Air Operations Area is required, the Contractor will be required to have employees badged in accordance with the Airport Security Plan. This plan requires that key personnel and supervisors have security clearance, be badged and required to display same. The badge process requires a Federal background investigation. The Contractor shall agree that the Contractor will be held responsible for Contractor's employees and for all CAE badge fees, which shall include, but is not limited to, original badges, lost badges, replacement badges, damaged badges and badge increases. The Contractor shall agree that Contractor and Contractor's employees shall have Airport badges and shall display their badges, at all times, while on Airport Property. Failure to comply with TSA security regulations may carry a minimum federal fine of \$1,100.00 and a jail sentence. Further details pertinent to security requirements will be provided at pre-bid conference.

4.13 Staging Area, Maintenance and Security of Site

An area will be made available to the Contractor for his use as a staging area in the vicinity of the Work. If required, fencing of the staging area including gates, gate operators and locks is to be provided by the Contractor as part of this Contract and shall be maintained at all times. Contractor shall be responsible for the security of his staging area(s).

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

4.14 Parking for the contractors and subcontractors vehicles in quantities determined by the Airport will be provided at no cost to the Contractor. Contractor shall not be allowed to park in areas other than those areas designated for his use and any such improperly parked vehicles shall be subject to towing, fines or both at the sole discretion of the Airport. Owner will make every effort to provide spaces near the work when possible however no such accommodation is guaranteed. Designated parking may be in an area that requires a badge for access as described above.

4.15 No Smoking Zone

Columbia Metropolitan Airport is a smoke free facility. Smoking is permitted in designated areas only.

4.16 Small Business Program

The Columbia Metropolitan Airport wants to ensure minority-owned, women-owned and veteran owned small businesses have every opportunity to do business with the Columbia Metropolitan Airport. For this reason, a small business goal of 10.0% has been set on Non-Federally funded Airport projects. For locally funded (non-Federal) Airport projects small businesses can be found in the SCDOT DBEs list, City/State approved Minority listings, and the Airport's Vendor listing. Small business goals will be established on a per project basis, and should be assumed to include a minimum participation of the Airport goal stated above, unless otherwise communicated by the owner. The Contractor shall submit a list of small businesses they intend to use on a per project basis under this agreement.

4.17 Buy Local

The airport is prioritizing the selection of companies that can demonstrate an intent to "Buy Local" and utilize local contractors from within the CAE catchment area. For the purposes of this procurement the CAE catchment will be considered the Counties of Newberry, Fairfield, Kershaw, Lexington, Richland, Calhoun, Orangeburg, Sumter and Clarendon.

5. SELECTION PROCESS AND CRITERIA

5.1 SELECTION PROCESS

The Contractor Proposal is the first step in a two-step process for selecting Qualified Contractors. The RFQ provides information necessary for the Contractor to submit qualifications for consideration, evaluation and ranking by the Airport. Based on the evaluation criteria established, each properly submitted Proposal will be reviewed, evaluated and ranked by a Selection Committee (Committee). Based on the rankings of the Committee, presentations and interviews will be held with short-listed Respondents. Upon completion of the presentation / interview process, a final ranking in priority order of the interviewed Respondents will be prepared and presented to the Richland – Lexington Airport District Commission for approval.

5.2 SELECTION CRITERIA

| Relative Weight | Graded Item | Score |
|------------------------|--|--------------|
| 25 | Experience on Projects similar to Airport needs | |
| 25 | General Contracting experience & coordination of other trades | |
| 20 | Experience of work performance under IDC | |
| 20 | DBE and Small Business Participation | |
| 10 | Buy local | |
| 100% | TOTAL SCORE | |
| Pass/Fail | Insurance Requirements | |

6. CONTRACTOR PROPOSAL

6.1 STATEMENT OF QUALIFICATIONS

Provide a summary of your Contracting Experience including: work on projects that compare to the current needs of the Airport; projects under IDC Contract Agreements; and a description of your Project Manager’s experience in the General Contractor role coordinating other trades. Describe the Project Management model you would intend to use at the airport to control work, meet project schedules and control cost. Describe the partnerships you would form with various local small business and DBE sub-contractors to support the DBE goals of the Columbia Metropolitan Airport.

6.2 CONTRACTOR QUESTIONNAIRE

1. Company Name: _____
Address: _____
Phone number: _____
Contact Name: _____
Contact Phone #: _____
Contact Email: _____
2. Valid South Carolina General Contractor License #: _____
3. Does the Contractor have or can they obtain the insurance coverage for this project as described in the “Terms and Conditions” section of the RFQ?
() Yes () No
4. At the time of submitting this proposal, is the Contractor eligible to bid on or be awarded a public contract in the state of South Carolina?
() Yes () No

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

5. Has South Carolina OSHA cited and assessed penalties against the Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

() Yes () No

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If “yes,” provide a brief explanation of the citation. Use additional sheets if necessary.

6. Has the federal OSHA cited and assessed penalties against the Contractor Firm in the past five years?

() Yes () No

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If “yes,” provide a brief explanation of the citation. Use additional sheets if necessary.

6.3 REFERENCES

References: Please provide three (3) commercial / institutional customers references for projects of similar specifications.

1. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
Size of Project: _____

2. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
Size of Project: _____

3. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
Size of Project: _____

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

6.4 PROOF OF INSURANCE COVERAGE

Contractor shall provide the District with satisfactory evidence of the Professional Liability Insurance and Automobile Insurance from a company satisfactory to the District and licensed to transact business in the State of South Carolina. If the two (2) insurances are with different companies, submit a form for each company. This form shall be submitted for responsiveness.

INSURER:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME AND PHONE: _____

Contractor is required to submit a letter or certificate from the Company providing insurance certifying that the Contractor has professional liability insurance in accordance with the terms set forth in this RFQ.

Date: _____

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

Corporate:

Business Name _____

Contractor Name: _____

Contractor Title: _____

Corporate Secretary/Assistant: _____

Secretary (Seal)

Non-Corporate:

Business Name _____

Contractor Name: _____

Contractor Title: _____

Notary Public: _____

My Commission Expires: _____

Notary Public (Seal)

6.5 CERTIFICATION

I, undersigned, on behalf of the Contractor, certify and declare that I have read all the foregoing answers to this Questionnaire and know their contents. The matters stated in the answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is correct.

(Signature)

(Printed name)

(Title)

(Date)

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

6.6 ACKNOWLEDGMENT OF ADDENDUM

Contracts must initial each applicable Addendum below and complete the designated Corporate or Non-Corporate Contractor section and submit this form with their proposal as acknowledgment of receipt of all issued Addendum.

This is to acknowledge receipt of the following **Addendum(s)** for **Request for Qualifications (RFQ) CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT**

1. ____; 2. ____; 3. ____; and 4. ____.

Dated the ____ day of _____, 20____

Corporate:

Business Name _____

Contractor Name: _____

Contractor Title: _____

Corporate Secretary/Assistant: _____

Secretary (Seal)

Non-Corporate:

Business Name _____

Contractor Name: _____

Contractor Title: _____

Notary Public: _____

My Commission Expires: _____

Notary Public (Seal)

RFQ – CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

APPENDIX A

Template Delivery Order Forms:

CAE-680 Construction Services Indefinite Delivery Contract Sample

CAE-685 General Conditions to Construction Services Indefinite Delivery Contract

CAE-690 Construction Services IDC Delivery Order

CAE-695 Construction Services IDC Delivery Order Modification

**CAE-680
CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT**

AIRPORT: Columbia Metropolitan Airport (CAE)

PROJECT NAME: Construction Services Indefinite Delivery Contract

PROJECT NUMBER: _____

AIRPORT PROCUREMENT OFFICER: Thomas Tapp

THIS AGREEMENT, effective as of the ____ day of _____, 20 ____ (the "Effective Date"), is executed by and between

NAME: Richland Lexington Airport District

ADDRESS: 3400 Air Commerce Drive, West Columbia, SC 29170

Hereinafter called the "Airport", and

NAME: _____

ADDRESS: _____

Hereinafter called the "Contractor", on the date(s) set forth below.

WHEREAS, the Airport solicited Statements of Qualifications for construction services, for the work description below, for projects to be determined, on an as-needed basis:

WORK DESCRIPTION: General Contracting Services

WHEREAS, Contractor submitted a successful Statement of Qualifications to provide the services described above on an as-needed basis.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Airport and Contractor (Hereinafter jointly referred to as the "parties") agree as follows:

A. Contract Term:

1. The term of this Construction Services Indefinite Delivery Contract (the "Contract") shall commence on the Effective Date, and shall extend until ____ , 20____. The parties may, upon mutual agreement, renew this Contract for an additional two (2) year term (term, with extension, not to exceed four (4) years)
2. Contractor proposals accepted by the Airport within the time limits of the Contract may be completed by the Contractor even though the completion date may extend beyond the term of the Contract.

B. Contract Documents:

1. Documents forming a part of the Contract are:
 - a. This Construction Services Indefinite Delivery Contract (CAE-680);
 - b. RFQ for Construction Services Indefinite Delivery Contract dated _____;
 - c. Contractor Statement of Qualifications and Questionnaire Response to RFQ for Construction Services Indefinite Delivery Contract;
 - d. General Conditions to Construction Services Indefinite Delivery Contract (CAE-685) (the "General Conditions");
 - e. Airport requests for proposals for construction services made pursuant to this Contract;
 - f. Proposals issued by the contractor in response to the Airport's request for proposals;
 - g. **Construction Services IDC** Delivery Orders (CAE-690) and Construction Services IDC Delivery Order Modifications (CAE-695) issued by the Airport pursuant to this Contract;
 - h. Project Manual issued with the RFQ for Construction Services Indefinite Delivery Contract, if any;
 - i. Addenda to the RFQ for Construction Services Indefinite Delivery Contract issued prior to the date of bid opening;
2. The Contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

C. The Work:

1. The Airport will request proposals for construction services on an as-needed basis. The scope of services will be within the general description of work set forth above and within the expenditure limits set forth in the RFQ for Construction Services Indefinite Delivery Contract. The Airport will award work by issuing the contractor a Delivery Order using form CAE-690, Construction Services IDC Delivery Order. The method for requesting proposals and awarding Delivery Orders shall be in accordance with the procedures set forth in Section 4 of the General Conditions.
2. The Contractor shall not incur any expense chargeable to the Airport on or about the work of any Delivery Order assigned to this contract until the Delivery Order has been awarded and fully executed by both the Airport and the Contractor.

D. Payment:

Contractor shall make application for payment for work performed under Delivery Orders and the Airport shall make payment in the form and manner set forth in Section 4.3 of the General Conditions.

E. Termination:

The parties may terminate the contract only in the manner provided in Section 10 of the General Conditions.

F. Dispute Resolution:

The parties shall resolve all disputes in the manner provided in Section 5 of the General Conditions.

G. Representatives:

1. Airport's Representative:

Airport designates the individual listed below as its Representative, which individual has the authority and responsibility set forth in Section 2.2 of the General Conditions:

NAME: Thomas Tapp

TITLE: Facilities Manager

ADDRESS: 3400 Air Commerce Dr. West Columbia, SC 29170

TELEPHONE: 803-822-5048 FAX: 803-822-5141

EMAIL: t.tapp@flycae.com

2. Contractor's representative:

Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.2 of the General Conditions:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

3. Neither the Airport nor the Contractor shall change their representatives without ten (10) days written notice to the other party.

H. Insurance and Performance & Payment Bonds:

The Contractor shall purchase and maintain insurance and provide Performance and Payment Bonds as set forth in Sections 3.18 and 3.19 of the General Conditions.

AIRPORT:

BY: _____
(Signature of Representative)

PRINT NAME: _____

PRINT TITLE: Executive Director

DATE: _____

Signature: _____

PRINT TITLE: **Chairman, RLAD Commission**

CONTRACTOR:

BY: _____
(Signature of Representative)

PRINT NAME: _____

PRINT TITLE: _____

DATE: _____

GENERAL CONDITIONS TO CONSTRUCTION SERVICES

INDEFINITE DELIVERY CONTRACT

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO SOUTH CAROLINA CODE OF LAWS SECTION 15-48-10, ET. SEQ.

AIRPORT: Columbia Metropolitan Airport (CAE)

PROJECT NAME: Construction Services Indefinite Delivery Contract

PROJECT NUMBER: _____

CONTRACTOR: _____

1. GENERAL INFORMATION

- 1.1 Contract Documents: The Contract Documents are identified in the Construction Services Indefinite Delivery Contract (the "Contract"). The Contract can only be modified by written agreement signed by both the Airport and the Contractor. The Contract Documents do not create a contractual relationship between the Contractor and any separate Contractor having a contract with the Airport; between the Airport and any subcontractor to the Contractor of any tier; or between any persons or entities other than the Airport and the Contractor.
- 1.2 Delivery Order: A Delivery Order is a written order issued by the Airport to the Contractor under the terms and conditions of the Contract, directing the Contractor to perform the work described therein. The Airport shall issue the Delivery Order on the CAE-690, Construction Services IDC Delivery Order.
- 1.3 Contractor shall not incur any expense chargeable to the Airport on or about the work of any Delivery Order assigned to this contract until the Delivery Order has been awarded and fully executed by both the Airport and the Contractor.
- 1.4 The limits applicable to this Contract are set forth in Section 2 of the RFQ for Indefinite Delivery of Construction Services.
- 1.5 The Work: As used herein, the "Work" means any work required of or performed by the Contractor pursuant to each and every Delivery Order issued by the Airport under this Contract.

2. AIRPORT

- 2.1 The term "Airport" means the Airport or the Airport's Representative.
- 2.2 Representative: The Airport's representative designated in Section G (1) of the Contract CAE-680 shall have the authority to bind the Airport with respect to all matters regarding the Contract and requiring the Airport's approval or authorization.
- 2.3 Information to the Contractor: The Airport shall furnish, with reasonable promptness, information requested by the Contractor that is necessary for the performance of the Contract Services and under the Airport's control. Any information or documentation provided by the Airport to the Contractor relating to the Project or Site is provided only for the convenience of the Contractor. The Airport makes no representation or warranty as to the sufficiency, completeness, or accuracy of such information.
- 2.4 Utility Access and Use: The Airport shall allow the Contractor to use reasonable quantities of water and electricity for construction purposes without charge, as long as these utilities are available and in close proximity to the Work area. Contractor shall be conscientious in controlling excessive or frivolous use of the utilities or the Airport may charge the Contractor for wasteful usage.
- 2.5 Sanitary Facilities: The Contractor may use those sanitary facilities designated by the Airport in each Delivery Order as available for use.
- 2.6 Permits, Assessments, and Easements: The Airport shall secure and pay for all building permits, zoning permits, assessments, and easements except as required by any Delivery Order issued under the terms of the contract

- 2.7 Airport's Architect-Airport's Representative (A/E): The Airport may retain an independent A/E to prepare design documents for the work of a specific Delivery Order. In such event, the A/E will be a representative of the Airport during the performance of such work through final completion of such work. In the absence of an independent A/E, the Airport will assign one of its employees to act as A/E for the work of a particular Delivery Order. The Contractor shall cooperate with the A/E in the performance of its duties. The A/E will perform the following duties:
- a. The A/E will make periodic visits to the site during contract administration to become familiar with the progress of the work and to determine if the work is generally progressing in accordance with the contract documents.
 - b. The A/E will make recommendations to the Airport as to acceptance or rejection of the work and, upon the Airport's concurrence, communicate the acceptance or rejection of the work to the Contractor.
 - c. The A/E will review and approve or reject shop drawings and samples submitted by the Contractor showing details/finishes of the work proposed to be installed.
 - d. The decision of the A/E in all matters relating to design and interpretation of contract documents shall, subject to the provisions of Section 5 (Dispute Resolution) be final.
 - e. The A/E will not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the work nor acts or omissions of the Contractor, subcontractors or any other entity performing work on the site.
 - f. The A/E will review requests for payment, and make recommendations to the Airport for approval or rejection of all or part of the request.
 - g. The A/E will prepare change orders or change directives for review and approval by the Airport.
- 2.8 Construction by Airport: The Airport may do work with its own forces or award separate contracts for work on the same project as may be awarded by Delivery Order under this contract. The Contractor shall allow access to the site by the Airport's work force or separate Contractor(s), and shall cooperate in coordinating the progress of the work with the Airport. The Airport shall have the responsibility to coordinate the activities of the various Contractors working at the project location.

3. CONTRACTOR

- 3.1 The term "Contractor" means the Contractor or the Contractor's Representative.
- 3.2 Representative: The Contractor's representative designated in Section G(2) of the Contract shall have the authority to bind the Contractor with respect to all matters regarding the Contract and requiring the Contractor's approval or authorization.
- 3.3 Supervision and Performance of the Work: The Contractor shall supervise, perform, and direct the Work, using the professional skill, care, and attention reasonably required for similar projects. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating the Work, unless the Contract Documents give other specific instructions concerning these matters. The Contractor agrees to faithfully and fully perform the terms of this Contract, and any Delivery Order issued under this Contract and shall complete the Work in accordance with the Contract Documents and deliver the Work to the Airport free and clear of all liens and claims. The Contractor shall, at all times during the progress the Work, employ enough skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the construction schedules agreed to in applicable Delivery Orders.
- 3.4 Employee Discipline: The Contractor shall enforce discipline and good order among the Contractor's and subcontractors' employees, and other persons carrying out the Work. Contractor shall be responsible to the Airport for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- 3.5 Safety: The Contractor shall comply with all federal and state work site safety requirements and shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site of the Work or adjacent thereto.

- 3.6 Waste Materials and Rubbish: The Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. Upon Final Acceptance of the Work, the Contractor shall, to the Airport's satisfaction, remove from and about the site, all waste materials, rubbish, surplus material, and Contractor's tools, equipment, machinery.
- 3.7 Recycling: The Contractor shall give preference to the use of products containing recycled content in the performance of the Work. The Contractor shall cooperate with any recycling program established for the site of the work of any Delivery Order or available through the Airport or a political subdivision of the Airport.
- 3.8 Access to the Work: The Contractor shall provide the Airport with unrestricted access to the Work in preparation and progress wherever located.
- 3.9 Use of Site: The Contractor shall confine its operations to the portions of the site identified in each Delivery Order or otherwise approved by the Airport, and shall not unreasonably encumber the portions of the site used for the Work with materials, equipment, or similar items. The Contractor and all subcontractors shall use only such entrances to the Site as are designated by the Airport. During occupied hours, Contractor shall limit construction operations to methods and procedures that do not adversely affect the environment of occupied spaces within the Site, including but not limited to creating noise, odors, air pollution, ambient discomfort, or poor lighting.
- 3.10 Correction of the Work:
- 3.10.1 The Airport shall have the right and authority to reject Work that does not conform to the Contract Documents. The Contractor shall promptly correct Work rejected by the Airport for failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. The provisions of this Section 3.10 apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.
- 3.10.2 If the Contractor fails to correct the Work, or any portion thereof, that is not in accordance with the requirements of the Contract Documents or fails to carry out Work or provide information in accordance with the Contract Documents, the Airport may make written demand upon the Contractor to cure its defaults within seven days. Within seven days after receipt of the Airport's demand, the Contractor shall cure its defaults unless the default is such that it is not capable of cure within seven days. If the default is such that it is not capable of cure within seven days, the Contractor shall reach an agreement with the Airport on a plan to cure its defaults within five days after receipt of the Airport's demand. The Contractor shall commence and diligently and continuously pursue the cure of such defaults in accordance with the agreed plan. If the Contractor fails to cure its defaults as heretofore provided, the Airport may order the Contractor, in writing, to stop the Work, or any portion thereof, until the Contractor has eliminated the cause for such order or has provided the Airport with a plan for corrective action acceptable to the Airport. The right of the Airport to stop the Work shall not give rise to a duty on the part of the Airport to exercise this right for the benefit of the Contractor or any other person or entity.
- 3.10.3 Correction after Substantial Completion: If, within one year after the date of Substantial Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Airport to do so. The Contractor's obligation set forth in this Section 3.10.3 is in addition to the Contractor's obligations under Section 3.12.
- 3.10.4 Nothing contained in this Section 3.10 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of such time period as described in this Section 3.10 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 3.11 Manufacturers' Warranties: At Final Acceptance of the Work, the Contractor shall furnish the Airport two original complete sets of all manufacturers' warranties, guarantees, parts lists, and literature applicable to equipment, systems, fittings, and furnishings included in the Work (collectively referred to as "*Manufacturers' Warranties*"), completed in favor of the Airport. These Manufacturers' Warranties are in addition to and not in lieu of the Contractor's warranty set forth in Section 3.12, and the Airport is entitled to look to the Contractor for remedy in all cases where the Contractor's warranty applies regardless of whether a Manufacturer's Warranty also applies. The Airport shall acknowledge receipt of the sets of Manufacturers' Warranties on the set itself, and the Contractor shall

cause six (6) copies of an acknowledged set to be made and furnished to the Airport. All Manufacturers' Warranties will be for applicable periods and contain terms not less favorable to the Airport than those terms that are standard for the applicable industries, and will either be issued in the first instance in the name of and for benefit of the Airport, or be in a freely assignable form and be assigned to the Airport without limitations.

- 3.12 Contractor Warranty: The Contractor warrants to the Airport that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from faults and defects not inherent in the quality required or permitted, that the materials, equipment and Work will conform with the requirements of the Contract Documents, and that the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the Airport. The Contractor's warranty excludes remedy for damage or defect to the extent caused by (i) abuse by anyone other than the Contractor or those for whose acts the Contractor is responsible, (ii) modifications not approved or executed by the Contractor or subcontractors, (iii) improper or insufficient maintenance or operation not the fault of the Contractor or those for whose acts the Contractor is responsible, or (iv) normal wear and tear under normal usage. If required by the Airport, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment and the recommended maintenance thereto to meet the requirements of this Section.
- 3.13 After completion of the Work but no later than the date of Substantial Completion, the Contractor shall submit operation and maintenance manuals, recommended spare parts lists, and copies of all warranties to the Airport. As-Built drawings shall be submitted no later than the Final Completion Date.
- 3.14 Compliance with Law:
- 3.14.1 The Contractor shall comply with and give all notices required by federal, state, county, and municipal laws, ordinances, regulations, and orders bearing on the performance by the Contractor of the duties or responsibilities under this Contract.
- 3.14.2 The Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation, or order that comes to its attention to the extent that the same results from its performance of the Work. The Contractor shall promptly, and in no event later than the close of the next business day following receipt, give notice to the Airport by telephone, with confirmation in writing, of receipt by the Contractor of any information relating to violations of laws, ordinances, rules, regulations, and orders.
- 3.15 Subcontractors:
- 3.15.1 The Contractor shall furnish in writing to the Airport for its approval the names of the subcontractors to whom the Contractor plans to award any portion of the Contract Services.
- 3.15.2 Contracts between the Contractor and subcontractors shall require each subcontractor, to the extent of the Contract Services to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Airport.
- 3.15.3 The Contractor shall be responsible to the Airport for acts and omissions of the subcontractors, their agents and employees, and any other persons performing portions of the Contract Services, to the same extent as the acts or omissions of the Contractor hereunder.
- 3.16 Indemnification
- 3.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Airport and the Airport's agents and employees from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the work of a Delivery Order, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 3.16.2 In claims against any person or entity indemnified under Section 3.16.1 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.16 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

3.17 Insurance

3.17.1 Commercial General Liability, Business Automobile Liability, and Worker's Compensation: The Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Contractor from claims set forth below, which may arise out of or result from Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- (c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- (d) Claims for damages insured by usual personal injury liability coverage;
- (e) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (f) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (g) Claims for bodily injury or property damage arising out of completed operations; and
- (h) claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.16, Indemnification.

3.17.1.1 The insurance required by Section 3.17.1 shall be written for not less than the limits of liability specified below or required by law, whichever is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work set forth in Section 3.10 or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

- (a) COMMERCIAL GENERAL LIABILITY:
 - (1) General Aggregate (per project) \$1,000,000
 - (2) Products/Completed Operations \$1,000,000
 - (3) Personal and Advertising Injury \$1,000,000
 - (4) Each Occurrence \$1,000,000
 - (5) Fire Damage (Any one fire) \$50,000
 - (6) Medical Expense (Any one person) \$5,000
- (b) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
 - (1) Combined Single Limit 1,000,000 OR
 - (2) Bodily Injury & Property Damage (each) \$750,000
- (c) WORKER'S COMPENSATION:
 - (1) State Statutory
 - (2) Employers Liability \$100,000 Per Acc.
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 3.17.1. The umbrella policy limits shall not be less than \$5,000,000.

- 3.17.1.2 Prior to commencement of the Work, and thereafter upon replacement of each required policy of insurance, Contractor shall provide to the Airport a written endorsement to the Contractor's general liability insurance policy that:
- (i) Names the Airport as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations;
 - (ii) Provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insured have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and
 - (iii) Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Airport as secondary and noncontributory.
- 3.17.1.3 Before commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Airport a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 3.17.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Airport as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Airport as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the Contractor's final request for payment for the Work and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 3.17.1. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- 3.17.1.4 A failure by the Airport either (i) to demand a certificate of insurance or written endorsement required by Section 3.17.1, or (ii) to reject a certificate or endorsement on the grounds that it fails to comply with Section 3.17.1, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

3.17.2 Property Insurance:

- 3.17.2.1 Builder's Risk Insurance: Unless otherwise specified in the Delivery Order, at the time of execution of a Delivery Order and before commencing work under that Delivery Order, Contractor shall purchase property insurance written on a builder's risk "all risk" or equivalent policy form on a replacement cost basis. Contractor shall maintain such property insurance until the Airport has made final payment for the work of the Delivery Order or until no person or entity other than the Airport has an insurable interest in the property required by this Section 3.17.2 to be covered, whichever is later. This insurance shall include and be in an amount sufficient to cover at all times during the performance of the work of the Delivery Order, the interests of the Contractor, Subcontractors and Sub-subcontractors in the Delivery Order Project. The property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- 3.17.2.2 Equipment Breakdown Insurance: In the event the Contractor installs and runs and/or operates (whether for testing or other purposes) heating, air conditioning, and electrical machinery and equipment, the Contractor shall purchase and maintain equipment breakdown (boiler and machinery) insurance, which shall specifically cover such objects during installation and until final acceptance by the Airport. This insurance shall include interests of the Airport, Contractor, and subcontractors at any tier in the Work, and the Airport and Contractor shall both be named insured.
- 3.17.2.3 Before an exposure to loss may occur, the Contractor shall file with the Airport a copy of each policy that includes insurance coverage required by this Section 3.17.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

- 3.17.2.4 Waiver of Subrogation: The Contractor waives all rights against the Airport and any of its agents and employees for damages caused by fire or other causes of loss to the extent the property insurance provided by the Contractor pursuant to this Section 3.17.2 covers and pays for the damage. The Contractor shall require of its subcontractors, sub-subcontractors, agents and employees, by appropriate written agreements, similar waivers each in favor of the Airport. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 3.18 Performance and Payment Bonds: Prior to beginning work on a Delivery Order, the Contractor shall deliver to the Airport a Performance Bond and a Labor & Material Payment Bond if the Contractor's agreed upon compensation for the Work of the Delivery Order exceeds \$50,000 or the Airport requests such bonds. Each bond shall be in the amount of 100% of the amount of the Delivery Order. The Contractor's Performance Bond shall be in the form of the AIA Document A312, Performance Bond. The surety company providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property - Casualty." Contractor's failure to provide bonds as herein required shall be an event of default justifying the Airport, in its sole discretion, in terminating this Contract for cause.
- 3.19 Shop Drawings and Samples:
- 3.19.1 Contractor shall prepare or cause to be prepared shop drawings for fabricated items. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, brochures, and other data which are prepared by the Contractor, sub-Contractor, manufacturer, supplier, or distributor and depict that portion of the work. Shop drawings shall be submitted, reviewed, and approved by the Contractor prior to submitting to the Airport. Shop drawings approved by the Contractor shall bear a stamp denoting that they have been review and are "approved" or "approved as noted" or similar designation. Contractor shall submit the number of sets as specified in the Delivery Order plans or specifications or in the absence of a specification submit enough copies for the Airport to retain two copies plus the number desired to be returned to the Contractor. The Airport will review the shop drawings with reasonable promptness but only for conformity with the design.
- 3.19.2 Contractor shall submit samples as required by the Delivery Order. Samples are physical examples furnished by the Contractor of sufficient size and quantity to provide a good representation of the material proposed to be installed. Samples submitted will not be returned unless requested by Contractor and agreed to by the Airport. The Contractor shall pay shipping costs. The final installed product shall match the approved sample.
- 3.20 Inspection and Testing of Materials:
- 3.20.1 The Contractor shall leave uncovered all areas of work that will be covered that are called out in the construction documents to be left uncovered, or the Airport requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the Airport of the time requested for an inspection of areas to be covered.
- 3.20.2 If the Contractor covers areas that were to be left uncovered, the Contractor shall cause the area to be uncovered for inspection. After being inspected, the Contractor shall repair the area with craftsmen skilled in the appropriate trades needed for the repair at no additional cost to the Airport.
- 3.21 Substitutions:
- 3.21.1 The Contractor shall submit proposed substitutions to the Airport for the Airport's approval prior to execution of each Delivery Order.
- 3.21.2 Reference in the Contract Documents to a designated material, product, thing, or service by specific brand or trade name followed by the words "or equal" and "or approved equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use the products of other another manufacturer's provided it is an 'approved equal' that meets or exceeds the specification for the specified product. The Contractor must submit adequate information about the product to show that the submitted product meets the level of quality as the product specified.
- 3.21.3 The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval of the Airport.

- 3.22 Receiving and Storing Materials and Equipment: The Contractor shall have an authorized person or persons to receive all items delivered to the site of the Work and shall properly unload, check for completeness of shipment, and in-transit damage. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the contract documents or manufacturer's printed instructions for each product.
- 3.23 Schedule and Reports: Promptly after the Airport issues a Delivery Order, the Contractor shall present a construction schedule in a form satisfactory to the Airport. At intervals agreed upon in the Delivery Order, the Contractor shall update the schedule showing the actual progress of the work and adjustment in completion dates. If the work falls behind schedule, the Contractor shall present a plan for completion of the work by the scheduled date for completion.
- 3.24 Time for Completion:
- 3.24.1 Each Delivery Order signed by the Airport and Contractor shall set forth the time for completion of the Work specified therein. Contractor shall make a request for extension of time within seven days of the event giving rise to the request. The Contractor shall adequately document delays of the work that are due to circumstances beyond the control of the Contractor and shall submit the documentation to the Airport with any request for an extension. In the event of ongoing delay, the Contractor shall notify the Airport in its request for an extension of time that the cause of delay is ongoing. In such case, the Contractor shall supplement its request the cause of delay ends or the project is completed, whichever is sooner.
- 3.24.2 The Airport will review each request for time extension and equitably adjust the time for completion where (1) the event of delay actually impacted the critical path of the project and was beyond the control of the Contractor, and (2) completion of the Work was actually delayed.

4. CONTRACT ADMINISTRATION

- 4.1 Delivery Order - Cost Proposal: From time to time, the Airport will request a cost proposal for specific work and provide the Contractor adequate project information necessary to prepare a cost proposal. The Contractor shall prepare a cost proposal to complete the Work as requested. Unless specified by the Airport in its request, the cost proposal shall include the time frame for completion of the work. The Contractor shall submit the cost proposal to the Airport within one week of the request or as otherwise agreed upon by the Airport. The cost proposal shall be prepared according to the following method: *(Airport, check box that applies to this contract)*

Multiplier – Unless the Contractor proposes to provide work at a lower price, the Contractor shall use the multiplier, as bid, times the unit prices contained in the cost data guide specified in the contract documents, times the number of units of Work. The unit prices in the cost data guide include all labor, supervision, material, equipment, taxes, overhead (including but not limited to insurance, performance bond, and payment bond premiums), delivery, setup, installation, and profit. The Contractor may not add any additional mark-up to its price. If the Contractor chooses to subcontract some or all of the Work, the Contractor must still use its multiplier with the cost data guide for pricing the subcontracted work. However, if the work of the proposed Delivery Order is such that the Contractor may legally act as the sole prime Contractor under the licensing laws of this State and the subcontracted work (1) is outside the Contractor's license; (2) is outside the license of any subcontractor listed in Section 7 of the bid; (3) is outside the scope of services covered by the Contract; and (4) does not exceed 20% of the total value of the work of the proposed Delivery Order, the Contractor may include a markup not to exceed 13% on the price of such subcontracted work. If the Contractor proposes not to use its multiplier and the cost data guide as the basis for the price of its work or subcontracted work, it must document that the proposed price is lower than the price would be if the Contractor used the multiplier and cost data guide.

Unit Prices – Unless the Contractor proposes to provide work at a lower price, the Contractor shall use the unit prices, as bid, times the number of units required for the Work to arrive at an extended price for that item of Work. The total of all extended prices becomes the Contractors price for the cost proposal. The unit prices include all labor, supervision, material, equipment, taxes, overhead (including but not limited to insurance), delivery, setup, installation, and profit. The Contractor may not add any additional mark-up to its price. If the Contractor chooses to subcontract some or all of the Work, the Contractor must still use the unit prices bid for pricing the subcontracted work. If the Contractor proposes not to use the unit prices bid as the basis for the price of its work or subcontracted work, it must document that the proposed price is lower than the price would be if the Contractor used the multiplier and cost data guide.

Low Bid – The Contractor shall competitively bid the Work against other Indefinite Delivery Contractors. The Delivery Order bid price shall include all labor, supervision, material, equipment, taxes, overhead (including but not limited to insurance), delivery, setup, installation, and profit. Under this pricing method, the Airport will award the

Delivery Order to the lowest bidder.

4.2 Changes in the Work of a Delivery Order:

4.2.1 Any changes in the work must be approved by the Airport and executed by using the CAE-695, Construction Services IDC Delivery Order Modification. The CAE-695 must be signed by the Contractor and Airport. Except when the Delivery Order was awarded on the basis of competitive bids, the cost of any change order shall be calculated using the same method as pricing the Delivery Order.

4.2.2 In the absence of a total agreement concerning the item(s) for a change order, a Construction Change Directive shall be used.

4.2.3 Agreed Overhead and Profit Rates:

For any adjustment to the Delivery Order for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:

4.2.3.1 To the Contractor for work performed by the Contractor's own forces, 15% of the Contractor's actual costs.

4.2.3.2 To each Subcontractor for work performed by the Subcontractor's own forces, 15% of the subcontractor's actual costs.

4.2.3.3 To the Contractor for work performed by a subcontractor, 7% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

4.3 Payments:

4.3.1 Contractor may submit monthly applications for payment for the Work of Delivery Orders scheduled to last two months or more in duration. Contractor shall submit only one application for payment for the Work of Delivery Orders scheduled to last less than two months in duration. Payments will only be made for work completed. Contractors will bill Monthly for their work completed, if the project lasts two months or more. If the work is less than two months (40 days, for example), they should submit a single pay application at the end of the project. The length of the project will be defined by a schedule created when each Delivery Order is issued. Payment terms are Net 30.

4.3.2 Delivery Orders Awarded by low bid: If the Contractor intends to submit more than one application for payment, the Contractor shall submit to the Airport's Representative, within ten days of Delivery Order award, a schedule of values allocating the entire Delivery Order Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Airport's Representative may require. This schedule, unless objected to by the Airport's Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor shall base its monthly applications for payment on work completed up to the date of the application using the approved schedule of values. The sum of all payments to the Contractor shall not exceed the agreed upon cost of the work set forth in the Delivery Order as adjusted by subsequent modifications to the Delivery Order, if any.

4.3.2 Contractor shall base its applications for payment on work completed up to the date of the application using the units of measure and prices contained in the *(Airport, check box that applies to this Contract)*

Unit price schedules in the cost data guide incorporated by the Contract Documents.

Unit price schedule in Contractors bid.

4.3.3 Contractor's applications for payment may include materials suitably stored on site for use in the Work provided the Contractor submits:

4.3.3.1 Proof of purchase & delivery;

4.3.3.2 Documentation showing the location of the material;

4.3.3.3 Certificate of insurance for the material with adequate coverage showing the Airport as the certificate holder.

4.3.4 The Airport will make payments to the Contractor for completed work based on the actual units or quantity of work completed. The Airport will make payments on the undisputed amounts of an application for payment within 30 days of receipt of the application.

4.3.5 Subcontractor Payments (Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended): The Contractor shall pay each subcontractor no later than seven (7) days after receipt of payment from the Airport the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. By appropriate

agreement with its subcontractors, the Contractor shall require each subcontractor to make payments to Sub-subcontractors in a similar manner.

- 4.3.7 Retainage: The Airport, at its option, may withhold retainage as provided in S.C. Code Ann. § 11-35-3030(4).
- 4.3.8 Final Payment: Upon final payment by the Airport to the Contractor for the Work of a Delivery Order, all rights, title, and interest in and to all improvements and equipment constructed or installed on the premises shall vest in the Airport at no additional cost, free and clear of all any liens and encumbrances created or caused by the Contractor.
- 4.3.9 Withholding of Payments: Payments may be withheld to the extent of, and on account of (1) defective Work not remedied, or Work not performed in accordance with the Contract Documents; (2) claims filed by third parties; (3) failure of the Contractor to make payments promptly to the subcontractors for labor, materials, or equipment; (4) persistent failure to carry perform the Work in accordance with the Contract Documents; (5) failure by the Contractor to perform its obligations under the Contract Documents; or (6) a default by the Contractor under the Contract Documents. The Airport shall promptly notify the Contractor of any reason for withholding payment.
- 4.4 Delivery Order Completion and Closeout: Upon completion of all Work, the Contractor shall notify the Airport of its completion. The Airport shall schedule a Final Inspection and allow the Contractor to demonstrate that all equipment and systems operate as designed prior to the issuance of a Certificate of Occupancy. Final payment will not be due nor retained funds released until (1) the Airport agrees that the project is complete, (2) Airport issues a Certificate of Occupancy, and (3) the Airport receives from the Contractor the following:
 - a. Affidavit of payment of debts and claims;
 - b. Consent of Surety, if any, to final payment.
- 4.5 The Contractor agrees that Proposals submitted in response to any Delivery Order shall be genuine and not collusive or sham; that said Contractor shall not collude, conspire, connive, or agree, directly or indirectly, with any Contractor or person, to put in a sham Bid, or that such other person shall refrain from bidding, and shall not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of any Contractor, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Contractor, or to secure any advantage against the Airport or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Contractor has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

5. RESOLUTION OF CLAIMS AND DISPUTES

- 5.1 At the Airport's sole discretion, the Airport's Representative may be requested to review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Airport's Representative expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Airport's Representative also may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.
- 5.2 If a Claim has been resolved, the Airport's Representative will prepare or obtain appropriate documentation.
- 5.3 If a Claim has not been resolved, the party making the Claim shall, within ten (10) days after the Airport's Representative's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Airport's Representative, (2) modify the initial Claim or (3) notify the Airport's Representative that the initial Claim stands.
- 5.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Airport's Representative, the Airport's Representative will notify the parties in writing that the Airport's Representative's decision will be made within seven (7) days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Airport's Representative will render to the parties the Airport's Representative's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there appears to be a possibility of a Contractor's default, the Airport's Representative may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

6. ARBITRATION

- 6.1 Controversies and Claims Subject to Arbitration. Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect. Such controversies or Claims upon which the Airport's Representative has given notice and rendered a decision as provided in Section 5.4 above shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when forty-five (45) days have passed after a Claim has been referred to the Airport's Representative and no decision has been rendered.
- 6.2 Rules and Notices for Arbitration. Claims between the Airport and Contractor not resolved under Section 5 shall, if subject to arbitration under Section 6.1, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Airport and Contractor and with the American Arbitration Association, and a copy shall be filed with the Airport's Representative.
- 6.3 Contract Performance During Arbitration. During arbitration proceedings, contractor shall proceed diligently with performance of the contract and the Airport shall continue to make payments in accordance with the Contract Documents.
- 6.4 When Arbitration May Be Demanded. Demand for arbitration of any Claim may not be made until the earlier of (1) the date on which the Airport's Representative has rendered a final written decision on the Claim, (2) the tenth (10th) day after the parties have presented evidence to the Airport's Representative or have been given reasonable opportunity to do so, if the Airport's Representative has not rendered a final written decision by that date.
- 6.4.1 When a written decision of the Airport's Representative states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in the Airport's Representative's decision becoming final and binding upon the Airport and Contractor. If the Airport's Representative renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.
- 6.4.2 A demand for arbitration shall be made within the time limits specified in Section 6.4.1 where applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined by Laws of the Airport of South Carolina.
- 6.5 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, parties other than the Airport, Contractor, Subcontractor(s) and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, except by written consent containing a specific reference to the Agreement and signed by the Airport, Contractor and any other person or entity sought to be joined. No person or entity other than the Airport, Contractor or Subcontractor(s) shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- 6.6 Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.
- 6.7 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 6.8 The Airport shall require all parties to type in underlined capital letters, or rubber stamp prominently, on the first page of all their contracts, subcontracts, purchase orders, agreements and bonds relating to the Project or the Work, the words exactly as follows: **THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO SOUTH CAROLINA CODE OF LAWS SECTION 15-48-10, ET. SEQ.**

7. LIMITATION OF LIABILITY

- 7.1 Notwithstanding any other provision of the Contract Documents, but subject to a duty of good faith and fair dealing, the Contractor and Airport waive Claims against each other for listed damages arising out of or relating to this Contract. Listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) any interest, except to the extent explicitly allowed by the Contract, (vii) lost revenue and profit for lost use of the property, (viii) costs resulting from lost productivity or efficiency, (ix) damages incurred for rental expenses, for losses of use, and for loss of management or employee productivity or of the services of such persons, (x) unamortized equipment costs, and (xi) losses incurred by subcontractors for the types of damages described herein.
- 7.2 This mutual waiver is applicable, without limitation, to all listed damages due to either party's termination in accordance with Section 10. Nothing contained in this Section 7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 3.16 (Indemnification).

8. HAZARDOUS MATERIALS

- 8.1 Contractor's Responsibilities With Respect to Hazardous Materials: The scope of Work the Contractor is to perform pursuant to this Contract excludes any work or service of any nature associated or connected with the discovery, identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in, or nearby the site of the Work. When requesting cost proposals, the Airport will identify known Hazardous Materials or Mold on, in, or nearby the site of the Work. The Airport agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Site or brought into the Site by a party other than the Contractor or its subcontractors, other than those defined in the Delivery Order for the Work affected by the Hazardous Material or Mold, are not the Contractor's responsibility. Should the Contractor become aware, discover or based on reasonable evidence suspect the presence of Hazardous Materials or Mold beyond those addressed in the Delivery Order for the Work affected by the Hazardous Material or Mold, the Contractor will immediately cease work in the affected area, and will promptly notify the Airport of the conditions discovered. Should the Contractor stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the Contract Time will, should the Airport elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. The Contractor will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold.
- 8.2 Hazardous Materials Introduced to the Site by Contractor: If the Contractor, its subcontractors, and any party for whom they may be liable, introduces any Hazardous Materials to the Site then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, and/or other remedial action required by applicable law. If any Mold occurs within the Site as the result of the negligent implementation of the Project or the improper functioning of the Conservation Measures, then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, or other remedial action required by applicable law. Except as to the Contractor's initial response to an emergency, any such remedial action(s) shall require the prior review and approval of the Airport.

9. MISCELLANEOUS PROVISIONS

- 9.1 Governing Law: This Contract shall be governed by the laws of the State of South Carolina.
- 9.2 Severability: If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 9.3 No Waiver: No course of dealing or failure of the Airport and/or the Contractor to enforce strictly any term, right or condition of this Contract shall be construed as a waiver of such term, right or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 9.4 Rights Cumulative: Except as otherwise provided in this Contract, (i) rights and remedies available to the Airport and/or the Contractor as set forth in this Contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to the Airport and/or the Contractor in any provision of this Contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

- 9.5 Notices: Any notices required to be given under this Contract shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be sent to the representatives identified in the Section G of the Contract at the addresses provided therein. The foregoing addresses may be changed from time to time by notice to the other Party in the manner herein provided for.
- 9.6 Economic Conflict of Interest: A Contractor shall not have or exercise any official responsibility regarding a public contract in which the Contractor, or a business with which he is associated, has an economic interest. A person working for Contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If Contractor is asked by any person to violate, or does violate, either of these restrictions, Contractor shall immediately communicate such information to the Airport Representative. The Airport may rescind, and recover any amount expended as a result of, any action taken or contract entered in violation of this provision. The terms “business with which he is associated,” “economic interest,” “family member,” “immediate family,” “individual with whom he is associated,” “official responsibility” and “person” have the meanings provided in S.C. Code Ann. § 8-13-100.
- 9.7 Illegal Immigration: Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the Airport upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
- 9.8 Drug-Free Workplace: The Contractor certifies to the Airport that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- 9.9 False Claims: According to the S.C. Code Ann. § 16-13-240, “a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty” of a crime.
- 9.11 Enforcement and Interpretation of Building Codes: As required by Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, the Airport shall determine the enforcement and interpretation of all building codes and referenced standards. The Contractor shall refer any questions, comments, or directives from local officials to the Airport for resolution.
- 9.12 Assignment: The Airport and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements and obligations contained in this Contract. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

10. SUSPENSION OR TERMINATION

- 10.1 Airport Right of Suspension: The Airport may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Airport. Except in the event of suspension due to a default of the Contractor, the contract sum will be equitably adjusted to reflect reasonable costs actually incurred by the Contractor due to delay or interruption resulting from such suspension.

10.2 Airport Right of Termination:

10.2.1 Termination for Cause: If the Contractor defaults, persistently fails or neglects to perform the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Airport shall provide written notice of such default, failure, or neglect to the Contractor. If the Contractor fails to cure such default, failure, or neglect within fifteen (15) days from receipt of the Airport's notice, the Airport may, without prejudice to any other right or remedy the Airport may have, terminate the Contract and take possession of the area at the Site affected by the Work.

10.2.2 Termination for Convenience: The Airport may, for its convenience, terminate all or any portion of the Work under an individual Delivery Order, or terminate this entire Contract, by ten (10) days written notice stating the effective date of the termination. Thereafter, the Airport shall pay the Contractor for Work actually performed before the date of termination. No payments shall be made for Work not actually performed, and no payment shall be made or due for lost profits on account of Work not performed.

10.3 Contractor Right of Termination:

10.3.1 The Contractor may terminate the contract, or Delivery Order, if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the Contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a Declared National emergency which requires the work to be stopped.

10.3.2 Airport Failure to Make Payment: Subject to the Airport's right to withhold payments pursuant to Section 4.3.9, if the Airport fails to make payments to the Contractor as set forth in Section 4.3 and any other applicable provisions of the Contract Documents, the Contractor may, upon thirty (30) days' prior written notice to the Airport, terminate the Contract and recover from the Airport payment for all Work performed through the date thereof.

CONSTRUCTION SERVICES IDC DELIVERY ORDER

AIRPORT: Columbia Metropolitan Airport (CAE)

PROJECT NAME: General Contracting Indefinite Delivery Contract (IDC)

PROJECT NUMBER: _____ **DELIVERY ORDER NUMBER** _____

CONTRACTOR: _____

COST INFORMATION:

DELIVERY ORDER

1. Amount of this Delivery Order: _____

SCHEDULE:

1. Date of Commencement: _____

2. Days Allowed _____

3. Date of Substantial Completion: _____

DESCRIPTION OF DELIVERY ORDER SCOPE OF WORK: *(attach Contractor's Proposal)*

LIST OF DELIVERY ORDER DOCUMENTS: *(refer to attachments as necessary)*

The Airport and the Contractor hereby agree, as indicated by the signatures below, to the scope of work identified in the Contract Documents listed above, the Contractor's Cost Proposal dated _____, and this Delivery Order which shall be assigned to the Indefinite Delivery Contract identified above.

NOTICE TO PROCEED is hereby given on this date, _____. The Dates of Commencement and Substantial Completion are as noted above and shall be used for determining completion and the applicability of Liquidated Damages. Liquidated Damages in the amount of \$ _____ per day will be assessed for failure to complete the Work by the agreed upon date of completion. Failure to commence actual work on this Delivery Order within seven (7) days from the Date of Commencement will entitle the Agency to consider the Contractor non-responsible, and may withdraw this Delivery Order and terminate the Contract in accordance with the Contract Documents.

AIRPORT

CONTRACTOR

BY: _____
Mike Gula, Executive Director

BY: _____

Date: _____

Print Name: _____

BY: _____
Commission Chair

Print Title: _____

Date: _____

Date: _____

COMPLETION CERTIFICATION BY THE AIRPORT:

ACTUAL COMPLETION DATE: _____

LIQUIDATED DAMAGES ASSESSED: _____

CERTIFIED BY *(Signature of Agency Representative):* _____

TITLE: _____

DATE: _____

CAE-695

MODIFICATION NO.: _____

CONSTRUCTION SERVICES IDC DELIVERY ORDER MODIFICATION

AIRPORT: Columbia Metropolitan Airport (CAE)

PROJECT NAME: Construction Services Indefinite Delivery Contract

PROJECT NUMBER: _____ **DELIVERY ORDER NUMBER** _____

CONTRACTOR: _____

COST INFORMATION:

DELIVERY ORDER

- | | |
|---|-------|
| 1. Original Amount of this Delivery Order | _____ |
| 2. Current Amount of this Delivery Order (Including previous Modifications) | _____ |
| 3. Amount of this Modification: | _____ |
| 4. Adjusted Amount of this Delivery Order | _____ |

SCHEDULE:

- | | |
|--|-------|
| 1. Date of Commencement: | _____ |
| 2. Previous Days Allowed | _____ |
| 3. Additional Days Allowed this Modification | _____ |
| 4. Revised Date of Completion: | _____ |

Description of Delivery Order Scope Modification: *(attach Contractor's Proposal)* _____

List of Modification Documents: *(refer to attachments as necessary)* _____

The Agency and the Contractor hereby agree, as indicated by the signatures below, to the revised scope of work identified in the Modification Documents listed above, the Contractor's Cost Proposal dated _____, and this Delivery Order Modification, which shall be assigned to the Indefinite Delivery Contract identified above.

AIRPORT

CONTRACTOR

BY: _____
Mike Gula, Executive Director

BY: _____

Date: _____

Print Name: _____

BY: _____
Commission Chair

Print Title: _____

Date: _____

Date: _____