



**REQUEST FOR PROPOSALS**  
**for**  
**COMMERCIAL LEASE OPPORTUNITY**

Date: September 13, 2024

RFP Number: AVIA 25-05

Subject: Request for Proposals for the following services:

### **COMMERCIAL LEASE OPPORTUNITY**

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This letter extends an invitation for the submission of a proposal for concepts for a commercial lease opportunity at Charlotte Douglas International Airport ("CLT") with the non-federally funded services as indicated above. Proposals must be received via the e-bidding portal until **1:00 PM eastern standard time on November 6, 2024.**

A non-mandatory pre-proposal conference and site visit to review the RFP and answer questions regarding the project, will be held on **October 9, 2024, at 9:00 am est.** via MS TEAMS or at the CLT Center, 5601 Wilkinson Boulevard, Charlotte, North Carolina 28208. Interested parties are encouraged to attend and to have a copy of the RFP with you at that time.

Changes to the terms, conditions or specifications stated in this Request for Proposals will be documented in a written addendum, issued by CLT. These addenda will be accessible through the e-bidding portal.

Questions should be directed to Brian Winegard through the e-bidding portals Q&A Board. Thank you in advance for your interest in doing business with CLT. We look forward to your participation!

CLT, owned and operated by the Aviation Department of the City of Charlotte ("City") does not discriminate based on disability. Auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedures will be provided upon request to persons with disabilities. To make a request, please email [brian.winegad@cltairport.com](mailto:brian.winegad@cltairport.com).

Sincerely,

Brian Winegard

### **Checklist for submitting a Proposal:**

- Form 1, Proposal Form
- Form 2, Proposal Qualifications and Requirements
- Form 3, Nondiscrimination Certification
- Form 4, Airport Concessions Disadvantaged Business Enterprise ("ACDBE") Program Requirements
- Form 5, Confidential Information
- Form 6, Compensation Worksheet

The above items must be included in the Proposal. If awarded a contract, evidence of insurance that meets or exceeds the requirements set forth in Exhibit B are required.

## SECTION 1: GENERAL INSTRUCTIONS

### A. INTRODUCTION

Pursuant to this Request for Proposals ("RFP"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina ("City"), is seeking Proposals from qualified and experienced companies (individually or collectively, the "Proposer") interested in development, designing, building and the operation of a commercial enterprise located within a 4,479 square foot space within the Airport's new expansion of Concourse A (the "Work"). Details of the requested Work are attached hereto as **Exhibit A**. The RFP consists of the following components:

Section 1: General instructions and special conditions that apply to this proposal process and procurement.

Section 2: The required forms that a Proposer is to complete and return as part of its Proposal (called the "Proposal Response Forms").

Section 3: Minimum terms and conditions the successful Proposer will be expected to agree to, regardless of the type of activity proposed, and **Exhibit A**, the details for the entire scope of work falling under this RFP (the "Specifications").

Each reference to this RFP includes all components listed above as well as any addenda provided by the Airport. Please review each section carefully, including all attachments and exhibits. Proposers will be held accountable for having full knowledge of the contents of this RFP and for performing any due diligence that may be necessary to submit a binding Proposal. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of CLT.

The Work will be governed by a contract between the selected Proposer ("Company") and the City, however, as the terms may vary dependent on the concept proposed and selected, a list of only the terms and conditions that would be included regardless of the concept selected is attached hereto as **Exhibit B** (the "Contract"). The term of the Contract shall be for a minimum of five (5) years and companies should propose a term that is in line with their business plan and capital investment proposed. CLT reserves the right to revise the terms of the Contract at any time during the RFP process and to negotiate different terms with the Company.

**B. SCHEDULE**

<b>DATE</b>	<b>ACTIVITY (All times are EST)</b>
9/23/2024	Issue RFP
10/7/2024	Submission of written questions prior to pre-proposal conference and confirmation of plan to attend
10/9/2024	Non-mandatory pre-proposal conference and site visit at 9:00 am – 12:00 pm EST
10/16/2024	Submission of written questions after pre-proposal conference by 1:00 pm EST
11/6/2024	Proposals are due by 1:00 pm EST
11/18/2024	Proposer interviews the week of 11/18/2024
12/9/2024	Tentative City Council date (if applicable)
1/10/2025	Estimated start date of services

CLT reserves the right to modify the deadlines set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described below.

## C. INSTRUCTIONS TO PROPOSERS

### 1. Point of Contact

The point of contact for all submissions and correspondence regarding this RFP is Brian Winegard ("RFP Project Manager") who can be contacted through the Q&A Board online in the e-bidding portal. If there are technical questions regarding use of the e-bidding portal, please contact the RFP Project Manager at [brian.winegard@cltairport.com](mailto:brian.winegard@cltairport.com).

### 2. Non-Mandatory Pre-Proposal Conference and Site Tour

A Pre-Proposal Conference and site tour will be conducted on the date and at the time stated in the RFP Schedule above at the CLT Center, 5601 Wilkinson Blvd., Charlotte, NC 28208 in the Aviation - Airbus Conf Rm 1-4234, 1st Floor. There will also be a call-in number for those not attending in person via Microsoft TEAMS.

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 282 221 583 72

Passcode: 3dEfU2

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### **Dial in by phone**

[+1 872-256-4172](tel:+18722564172), [474746108#](tel:+1474746108) United States, Chicago

[Find a local number](#)

Phone conference ID: 474 746 108#

### **Join on a video conferencing device**

Tenant key: [cityofcharlotte@m.webex.com](mailto:cityofcharlotte@m.webex.com)

Video ID: 115 675 526 2

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

All attendees are required to sign in at the CLT Center's front desk and provide vehicle license tag numbers (if applicable).

Parking is available at the designated visitor parking area; map is included below.

## CLT Center Visitor Parking Map



Follow the blue arrows to the level 1 entrance of Express Deck Self Park. Park only in marked spaces. Take stairs or elevator to level 3 to access pedestrian bridge to walkway to CLT Center.

The Pre-Proposal Conference will include an information session and a site tour of the service area(s). All visitors participating in pre-proposal site tours and meetings must be in possession of their unexpired, government issued photo identification at the time of the tour. All personal items are subject to inspection before and during the tour. Transportation Security Administration (TSA) rules will apply to all participants when being screened through any Airport security screening checkpoint (no liquids, no prohibited items, etc.). In order to participate in the site tour, the information below must be provided by **October 4, 2024, by 10:00 AM EDT** for all participants to obtain a visitor pass. We will have our team and relevant Airport stakeholders at the space for an hour to answer questions in the field. Note, all questions must be formally submitted in writing through e-builder. Please do not standby on any responses in the field.

Company Representative Name (full name that matches Government Issued ID)	Gender	Phone Number	Email Address	Date of Birth (for TSA clearance)

3. Questions and Addenda

The Airport is committed to providing all prospective Proposers with accurate and consistent information to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this RFP through the proposals due date, no interpretation or clarification of the meaning of any part of this RFP will be made orally to any prospective Proposer except for questions answered at the pre-proposal conference.

Requests for interpretation or clarification must be submitted electronically to the RFP Project Manager via the e-bidding portal Q&A Board. All questions must be submitted no later than the date and time stated in the RFP Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the proposal due date. When submitting a request for interpretation or clarification, Proposers are encouraged to utilize the following format:

Item #	Page #	Section #	Section Title	Question, Clarification or Modification

Interpretations, clarifications, supplemental instructions and/or changes to the terms, conditions or requirements of this RFP will be documented in written addendum and posted to the e-bidding portal.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP. The receipt of each addendum must be acknowledged using the space provided on **Form 1** in **Section 2**. The Airport may not consider any RFP that fails to acknowledge receipt of each issued addendum.



4. RFP Acknowledgement

Proposers shall thoroughly examine and become familiar with this RFP, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a proposer to receive or examine any RFP document shall in no way relieve it from any obligation with respect to its proposal or the obligations that flow from making a selected proposal. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

5. Proposal Format

Proposals shall consist of all forms included in this RFP ("Forms") and any additional information relevant to the Work that the Proposer believes will help CLT in making its decision. Responses must be typewritten or completed in ink and signed by an authorized representative of the Company. Any erasures or corrections must be initialed and dated by the authorized representative that signs the Forms. CLT desires all Proposals to be identical in format to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal.

6. Submission Requirements

Proposals must be submitted through the e-bidding portal at <https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=840866c2-1f79-464c-963f-4d5b94f7215e&bidpackageid=02158937-6a8d-42de-907b-8ca45680e63a>

The pricing must be submitted in the table included on the website. The forms herein must be completed and uploaded to the site by the proposal due date and time. Submit separately, "Confidential and Proprietary Information," Trade Secrets and/or personally identifiable information (PII). The confidentiality caption stated above must appear on each page of Trade Secret or PII materials.

Failure of the Proposer to organize the information required by this RFP as outlined herein may result in CLT, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

7. Selection Criteria and Minimum Requirements

Upon review and evaluation of all qualifying proposals, including any interviews that CLT may require, the Evaluation Committee will select and recommend for award the Proposer that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFP as set forth below.

<b>Marketing and Promotions Plan</b>	CLT will evaluate the Proposers ability to meet the requirements set forth in the Specifications as detailed in the Proposer's Marketing Plan
<b>Design Plan and Renderings</b>	CLT will evaluate the Proposer's creativity and ability to meet the requirements set forth in the Specifications as detailed in the Proposer's Design Plan and Renderings
<b>Capital Investment and Compensation</b>	CLT will evaluate the Proposer on the overall compensation proposed for right to provide the Work, including any capital investment or other financial investment provided.
<b>Experience</b>	CLT will evaluate the Proposer on their overall Experience that must, at the minimum, meet the requirements as set forth in this RFP.
<b>Operations Plan</b>	CLT will evaluate the Proposers ability to meet the requirements set forth in the Specifications as detailed in the Proposer's Operation Plan.

8. Proposal Terms are Firm and Irrevocable

The signed Proposal shall be considered a firm offer on the part of the Proposer. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by CLT.

9. Evaluation Committee and Award of Contract

The CLT will appoint an Evaluation Committee to review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proposer to determine in greater detail the Proposer's qualifications and to learn about the Proposer's proposed method of performance to facilitate arriving at an agreement that will be satisfactory to CLT.

CLT may in its discretion require one or more Proposers to make presentations to the Evaluation Committee or appear before CLT and/or its representatives for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as CLT deems appropriate. Proposers will be notified in advance of the time and format of such interviews and/or meetings.

The Evaluation Committee will consider all relevant materials and information in making its selection and recommendation to the Aviation Director, the Proposer that it determines is best able to provide the Work.

CLT will inform the Company that it has been selected, subject to final agreement on all terms and conditions of the Contract. If CLT and the Company are unable to agree on

the final terms, the Company will be excused from further consideration and CLT may, at its option, select another Proposer.

**The City shall have no obligations under this RFP until the Contract has been executed by both parties.**

10. Contract Award by City Council

The name of the selected Proposer will be submitted to the City Council or designee for final approval and award (if applicable). Prior to the recommendation to the City Council or designee, the successful Proposer must provide to the Airport an executed Contract which will be substantially similar to the contract in Section 3 **Exhibit B** of this RFP.

Upon approval of the Contract by City Council or designee, the Airport will execute the documents and send a copy to the successful Proposer. **The City Council or designee may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, the Contract and supporting ancillary documents.**

11. Accuracy of RFP and Related Documents

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, CLT will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by CLT through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by CLT, the Proposer should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification is necessary. Each Proposer requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in this RFP.

The information contained in this RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

12. Proposer's Cost of Proposal Preparation

Proposers are responsible for all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). CLT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the Proposer at Proposer's cost.

13. Attempts to Influence the Selection Process

Except for clarifying written questions sent to the RFP Project Manager, all Proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting City staff on or regarding any matter relating to this RFP from the time the RFP is issued until the intent to award is communicated to Proposers with the exception of requests for additional information made by City Staff in their determination of responsibility and responsiveness of the Proposer (the qualifications and experience of the Proposer).

**CLT reserves the right to disqualify any Proposer who contacts a City staff or evaluation committee members concerning this RFP other than in accordance with this RFP.**

14. RFP Not an Offer

This RFP does not constitute an offer by CLT. No recommendations or conclusions from this RFP process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Proposer execute a Contract following award of such agreement.

15. Withdrawal of Proposal; Correction of Errors

Withdrawal of the proposal may occur at any time prior to the submission deadline as set forth in the RFP Schedule above, by written request, sent by email to the RFP Project Manager. A request for withdrawal will not be effective until CLT has confirmed, in writing, the receipt of such request. A request to withdraw a Proposal by telephone or facsimile shall not be considered a valid request to withdraw a Proposal. Withdrawal of one proposal will not preclude the submission of another timely proposal but no withdrawal will be allowed after the submission deadline.

If Proposer desires to amend a submitted Proposal before the Proposal Due Date, Proposer must follow the withdrawal procedures described in this Section and resubmit the amended Proposal on or before the Proposal Due Date in a manner consistent with the Submission Requirements. The Proposer further agrees that in the event of any obvious errors, CLT reserves the right to waive such errors in its sole discretion.

16. Disqualification of Proposals

Without in any way limiting CLT's right to reject any or all Proposals, Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of a Proposal: (i) failure to meet the eligibility requirements set forth in the Specifications or RFP; (ii) submission of more than one proposal by an individual, firm, partnership or corporation under the same or different names, including the names it does business under unless multiple or alternative proposals were specifically requested under this RFP; (iii) evidence of

collusion among proposers; or (iv) improper communication as described above. Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals or other irregularities of any kind. All the foregoing notwithstanding, however, CLT reserves the right to waive any such irregularities.

17. CLT's Rights and Options

CLT reserves the following rights, which may be exercised at CLT's sole discretion:

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
- ii. To issue additional requests for information;
- iii. To require a Proposer to supplement, clarify or provide additional information for CLT to evaluate its Proposal, including without limitation, requests to provide samples of items requested under this RFP;
- iv. To conduct investigations with respect to the qualifications and experience of each Proposer;
- v. To waive any defect or irregularity in any Proposal received;
- vi. To share the Proposals with City and/or CLT employees and contractors other than the Evaluation Committee as deemed necessary;
- vii. To award all, none, or any part of the Work set forth in this RFP to one or more Proposers as is in the best interest of CLT with or without re-solicitation;
- viii. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposals including but not limited to financial terms;
- ix. To enter into any agreement deemed by CLT to be in the best interest of CLT;
- x. To reject any or all proposals submitted; and
- xi. To re-advertise for proposals using this RFP or a different RFP or solicitation.

18. Representation by Broker

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the City and any potential or actual respondent broker or agent are not to be construed as an agreement to pay, nor will the City pay any such fees, expenses or commissions. By submitting its proposal, respondent agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

19. Ownership and Public Records Law

All proposals and supplementary material provided as part of this process will become the property of the City. Proposers are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Proposer may only designate information confidential that it,

in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a proposal, each Proposer agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this RFP and resulting Contract. Where information is marked Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred relating to the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.

20. Title VI Solicitation Notice:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

21. E-Verify

Where applicable, the successful proposer must agree to meet the E-Verify requirements as set forth in the sample Contract below.

22. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.

Where applicable, the successful proposer must certify that it meets the NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel as set forth in the sample Contract below.

23. Charlotte Diversity and Inclusion Programs

The City complies with three programs, the Charlotte Business INclusion ("CBI") Program, the Disadvantaged Business Enterprise ("DBE") Program and the Airport Concession Disadvantaged Business Enterprise ("ACDBE") Program, depending on the funding source or location and service associated with the Work.

The CBI Program is based on the City's long history of creating and implementing strategies to support and encourage local business growth. In 2013, the City Council adopted the CBI policy to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises ("MWSBEs"). A complete list of City of Charlotte certified Small Business Enterprises ("SBEs") and City of Charlotte registered Minority and Women Business

Enterprises (MWBEs) is available on the City's website at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The DBE Program is based on the requirements of 49 CFR Part 26 – *Participation by DBE in Department of Transportation Financial Assistance Programs*. A complete copy of the City's DBE Program can be found at [www.cltairport.com](http://www.cltairport.com).

The ACDBE Program is based on the requirements of 49 CFR Part 23 – Participation of Disadvantaged Business Enterprise in Airport Concessions.

The information and requirements for the Airport Concessions Disadvantaged Business Enterprise ("ACDBE") program applicable to this Contract are set forth in **Form 4** of this RFP.

**SECTION 2: FORMS**

**FORM 1**  
**PROPOSAL FORM**

**A. COVER LETTER**

The Proposal must include a cover letter including the name, address and telephone number of the Proposer and the executive that has the authority to contract with CLT. It shall also include an Executive Summary outlining how the Company best meets the requirements set forth in this RFP.

**B. NON-COLLUSION AFFIDAVIT**

In submitting this Proposal, Proposer hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties submitting a Proposal in response to this RFP; and that it is in all respects fair and in good faith without collusion or fraud. Proposer represents to the City that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of the City presently has any interest, either directly or indirectly, in the business of Proposer, and that any such officer, employee or agent of the City having a present interest in the business of Proposer shall not have any such interest at any time during the term of the Contract should it be awarded to the Proposer.

**C. ACKNOWLEDGEMENT OF ADDENDA**

Proposer further declares that it has examined the RFP including all Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP. Acknowledgment is hereby made of receipt of the following Addenda (identified by number) since issuance of the RFP. ***Failure to acknowledge all addenda may result in disqualification of the Proposer.***

<b>Addendum Number</b>	<b>Date</b>

**D. SUBCONTRACTORS**

Proposer must list all proposed subcontractors, if any, in the table provided below. No change in the proposed subcontractors listed herein will be allowed without the express written consent



of CLT. All proposed subcontractors must be able to demonstrate their ability to perform the Work proposed to the complete satisfaction of CLT.

Name of Subcontractor	Description of Work to be Performed

**E. EXCEPTIONS**

All Work requested in this RFP must be provided for the price(s) set forth in the Compensation Sheet, in strict conformance with the terms, conditions and specifications set forth in the RFP (including any addenda or amendments). Savings or additional revenue associated with the exceptions listed below should be listed separate from the base compensation and such exceptions may or may not be accepted in the sole discretion of the Airport. Exceptions representing material changes to the RFP’s terms (including the Contract) are grounds for rejection of the Proposal. For each exception listed below include the relevant page number and section of the RFP. If none, state “None”.

Page & Section Number	Section Title	Exception and Proposed Change

**F. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL**

**The information contained in this Proposal or any part thereof, including its Forms, Attachments, Exhibits and other documents and instruments delivered or to be delivered to CLT, is true, accurate, and complete. This Proposal includes all information necessary**

**to ensure that the statements therein do not in whole or in part mislead CLT as to any material facts.**

Submission of this Proposal is the duly authorized official act of the Proposer and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Proposer is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Proposer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**FORM 2**  
**QUALIFICATIONS AND PROPOSER REQUIREMENTS**

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Proposal by CLT. Proposers should note that some responses may require separate sheet(s) for response. Those responses should be appropriately marked corresponding to the question. Proposers should use as many additional sheets as necessary to completely answer the question.

The use of the term "Proposer" in this **Form 2** applies to Proposer and all subcontractors of Proposer that will be involved in the performance of the Work pursuant to the Contract unless otherwise noted.

**A. FINANCIAL SECURITY**

Prior to execution of the Contract, the Company shall be required to furnish CLT with a bond, letter of credit, or other credit instrument ("Financial Security") to secure performance under the Contract. The form, amount and terms of the Financial Security will be governed by the Contract. The Company is required to maintain the Financial Security for as long as the completed Contract is in effect. The actual bond amount will be provided during contract negotiations.

**B. FINANCIAL CAPACITY**

Proposer is expected to have the financial ability to move forward with the Work, however, Proposer's financial information will not be a required as part of the Proposal. Upon inspection of the Proposals, CLT reserves the right to request all financial information it deems relevant in assessing the validity of the Proposal. Such materials may include, without limitation, an official bank statement, copies of account records certified by a CPA or a letter of credit. If, after reviewing the Proposals, the City requests that Proposer submit financial information as part of its Proposal, Proposer may choose to mark it "CONFIDENTIAL." Financial information submitted in this manner may not be subject to disclosure under North Carolina's public records laws.

**C. EXPERIENCE AND QUALIFICATIONS**

Furnish a statement detailing Proposer's background, experience and qualifications which at a minimum includes:

- Corporation type;
- State of incorporation;
- Number of years in business;
- Summary of services provided substantially like the Work requested under this RFP;
- Organizational chart reflecting key personnel for the Work including descriptions of their

duties under the Contract. Key personnel shall include at a minimum managers and supervisors or the implementation team (as applicable); and

- Names and addresses of at least three (3) companies, excluding CLT, for which the Proposer provided substantially similar Work within the previous five (5) years, provided in the chart below.

	<b>Client 1</b>	<b>Client 2</b>	<b>Client 3</b>
Client Name:			
Description of the Work			
Dates Provided:			
Compensation:			
Point of Contact (POC):			
POC E-Mail Address:			
POC Telephone:			
Key Personnel Assigned to the Work:			

**D. PROPOSER HISTORY**

<b>Question</b>	<b>Yes/No</b>	<b>If Yes, include an explanation</b>
Has Proposer ever been subject to claims, actions, demands, suits or other litigation (collectively litigation) brought by any airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Work as that requested under this RFP?		
Does the Proposer have any past due arrearages or is the Proposer in breach of any previous or existing contract with the City?		
Has Proposer declared bankruptcy in the past ten (10) years?		
During the past ten (10) years,		

have any of Proposer's contracts, leases or other agreements been terminated or cancelled, either voluntarily or non-voluntarily, by another Airport owner/operator?		
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**E. REFERENCES**

List three (3) clients, **excluding** the Aviation Department, for whom you have provided substantially similar work to that requested under this RFP for a reference check. Additional references, including the Aviation Department, may be included on a second form.

Name of Client	
Address	
Contact Person	
Telephone Number:	
E-Mail Address:	
Name of Client	
Address	
Contact Person	
Telephone Number:	
E-Mail Address:	
Name of Client	
Address	
Contact Person	
Telephone Number:	
E-Mail Address:	

## **F. OPERATIONS PLAN**

Proposer should attach an operations plan including a description of the Proposed Concept and its proposed day-to-day operations, clearly marked, that includes information on specific services provided by the Proposer as part of the Work. This could include, without limitation and as applicable, quality monitoring program, project schedule, implementation plan, transition plan or any other information related to how the Proposer intends to operate in providing the Work to CLT. Please describe how the operations plan you propose will meet or exceed the Airport's expectations with respect to customer service, pricing, and amenities offered to the customers.

## **H. MARKETING and PROMOTIONS PLAN**

Proposer shall submit information regarding marketing and promotional activities related to notifying potential and recurring customers of the proposed service as described in the specifications. Describe all forms of advertisement and promotional programming intended for implementation.

## **I. DESIGN PLAN and RENDERINGS**

Proposers shall include a Design plan, Project Schedule and renderings as described in the Specifications.

## **J. CAPITAL INVESTMENT and COMPENSATION**

Proposer shall include the proposed Capital investment and Compensation as described in the specifications.

**FORM 3**  
**NONDISCRIMINATION CERTIFICATION**

The undersigned Proposer hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned discrimination, as defined in Section 2 below.
2. For purposes of this form, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of a person's race, color, gender, religion, national origin, ethnicity, age, familial status, sex (including sexual orientation, gender identity and gender expression), veteran status, pregnancy, natural hairstyle or disability, or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted with this certification and terminate any contract awarded based on such proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or solicitation processes for up to two years.
3. As a condition of contracting with the City, the Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subconsultants regarding this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the proposal submitted by the Proposer and terminate any contract awarded on such proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder.
4. As part of its proposal, the Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a proposal to the City, the Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM 4**  
**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (“ACDBE”) PROGRAM**  
**REQUIREMENTS**

**Overview**

For this project, the City will negotiate an ACDBE participation goal (“Contract Goal”) with the Company. The Contract Goal will be made part of the Company’s Contract.

**A. Submission Requirements**

Although the ACDBE Program allows CLT to negotiate a goal with the Company, CLT would like to see how the Proposer expects to utilize ACDBE-certified businesses throughout the course of the Work. Therefore, Proposers are required to complete and attach **ACDBE Form #3 – Utilization Commitment** to their Proposal.

ACDBE Form # 3 should be submitted for this section, stating the ACDBE-certified business(es) that Company intends to use and a description of the scope of work for each ACDBE-certified business identified by Company, **EXCLUDING** percentage or dollar values.

\*\*ACDBE Form #3 is the **ONLY** DBE form that should be attached to the Proposal. ACDBE Form #3 can be found on CLT’s website at [www.cltairport.com](http://www.cltairport.com) under “Business & Community – Business Diversity Programs”.

A complete list of registered ACDBE-certified firms is available on NCDOT’s website:  
<https://www.ebs.nc.gov/VendorDirectory/default.html>

**B. Additional Information**

The Company will also be required to submit **ACDBE Form #4 – Letter of Intent** for each ACDBE-certified business the Company commits to use to meet the Contract Goal. These forms are due no later than three (3) business days from the time they are requested by CLT, unless otherwise agreed by the parties. During the term of the Contract, the Company shall be required to submit goal progress updates in the form or forms required by the City, including, without limitation, in the City’s diversity management system.

**ACDBE Forms 3 and 4 are included below.**

Company has read and agrees to comply with the above Diversity and Inclusion Program terms and conditions as well as any other terms and conditions set forth in the City’s applicable Diversity and Inclusion Plan.





**Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program  
Subcontractor / Supplier Utilization Commitment – FORM #3**

Submit this form with Proposal package

*Copy this Form 3 as needed, to document additional Subcontracting commitments. Indicate page # range: Page \_\_\_\_\_ of \_\_\_\_\_*

<b>Proposer Name:</b>			
<b>Proposer Address:</b>			
<b>Project Name:</b>			
<b>Project Number:</b>		<b>Established ACBE Goal:</b>	<b>To Be Negotiated</b>

1. List below all **ACDBEs** that you have identified so far, as intending to use on this contract

ACDBE Vendor Name & Address	Description of work / materials	NAICS Code	Total Projected Utilization (\$)

2. List below all **Non-ACDBEs** that you intend to use on this contract

Vendor Name & Address	Description of work / materials	NAICS Code	Total Projected Utilization (\$)

A. Total Subcontractor/Supplier Utilization (ACDBEs and Non-ACDBEs): \$ \_\_\_\_\_  
 B. Total Subcontractor/Supplier ACDBE Utilization: \$ \_\_\_\_\_  
 C. Percent ACDBE Util. (B÷A): \_\_\_\_\_ % Must be rounded to two (2) decimal places

**Signature:**

Your signature below indicated that the undersigned Company certifies and agrees that:

- a) It is willing to comply with the City’s ACDBE Program and negotiate ACDBE participation in good faith.

\_\_\_\_\_  
 Signature of Authorized Official      Printed Name      Title      Submitted Date

**Airport Concession Disadvantaged Business Enterprise Program  
ACDBE Form 4**



**Letter of Intent**

Letter of Intent must be executed by both the ACDBE subcontractor and the Contractor

v.1.26.15

<b>Contract Name:</b>	
<b>Contract N°:</b>	

<b>To be completed by the Contractor</b>	
Name of Contractor:	_____
Address:	_____
Contact Person:	_____ Email: _____
Telephone:	_____ Fax: _____

Identify the scope of work to be performed or item(s) to be supplied by the ACDBE: \_\_\_\_\_  
\_\_\_\_\_

**Reporting #:** \_\_\_\_\_ **NAICS Code #:** \_\_\_\_\_

**Cost of work to be performed by ACDBE:** \$ \_\_\_\_\_

<b>To be completed by ACDBE</b>	
Name of ACDBE:	_____
Address:	_____
Owner's Ethnicity/ Gender:	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Non-Minority Women <input type="checkbox"/> Other
Contact Person:	_____ Email: _____
Telephone:	_____ Fax: _____

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 46 CFR part 23 & 26. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Upon execution of a Contract with the City for the above referenced project, the Contractor certifies that it intends to utilize the ACDBE listed above, and that the description, cost and percentage of work to be performed by the ACDBE as described above is accurate. The ACDBE Firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Contractor: _____	Date: _____
Signature and Title	
ACDBE Firm: _____	Date: _____
Signature and Title	

**FORM 5**  
**CONFIDENTIAL INFORMATION**

Company agrees to comply with all Confidentiality Requirements set forth in this Section. Failure to comply with the Confidentiality Requirements set forth herein may result in the rejection of Company's Proposal or termination of the Contract.

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information in any medium (whether written, oral or electronic), obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
  - a. *Plans and Drawings.* Building plans of city-owned buildings or infrastructure facilities, including without limitation as-built drawings of the Facilities, as well as specific details of public security plans, as provided by N.C. General Statute 132-1.7 (a);
  - b. *Trade secrets.* For purposes of this RFP, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures;
  - c. *Security Plans.* Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system as provided by N.C. General Statute 132-1.7 (a);
  - d. *Privileged Information.* Any attorney / client privileged information disclosed by the City.
  - e. *Other Information.* Other information that is exempt from disclosure under the North Carolina public records laws.

For purposes of this Section, the term "Restricted Data" refers to and includes: (a) all Confidential Information that the City is restricted from disclosing under state or federal law; and (b) all Confidential Information that the City is permitted to withhold from disclosure under state or federal law and has elected to withhold from disclosure.

The information described in Sections a and c is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all

requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Contract if applicable.

The parties acknowledge that Confidential Information includes information disclosed prior to submission of a Proposal as well as information disclosed after submission.

2. **RESTRICTIONS AND REQUIREMENTS.** The Company shall comply with the following restrictions and requirements regarding Confidential Information:
  - a. Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
  - b. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
  - c. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company who: (a) has a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Proposer, and (b) has executed a confidentiality agreement incorporating substantially the form of these requirements. Notwithstanding the forgoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
  - d. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized under these Confidentiality Requirements or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - e. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - f. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by these Confidentiality Requirements.
  - g. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert these Confidentiality Requirements as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- h. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - i. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
  - j. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by these Confidentiality Requirements. Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by these Confidentiality Requirements.
  - k. Company shall ensure that each person who obtains access to Confidential Information through Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to these Confidentiality Requirements.
3. **EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- a. was already known to Company prior to being disclosed by the City;
  - b. was or becomes publicly known through no wrongful act of Company;
  - c. was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - d. was used or disclosed by Company with the prior written authorization of the City;
  - e. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the other party notice of such requirement or request;
  - f. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that these Confidentiality Requirements will be applicable to all disclosures under the court order or subpoena.
4. **REMEDIES.** Company acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5. **DATA.** The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under these Confidentiality Requirements (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Confidentiality Requirements.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM 6**  
**COMPENSATION WORKSHEET**

Regardless of exceptions taken, Proposers shall provide compensation based on the proposed commercial use, and the requirements and terms set forth in this RFP.

In completing the compensation worksheet, the following instructions should be followed:

1. All proposed compensation increases over the term of the contract must be noted.
- 2.
3. Where applicable, all discounts should be computed into the prices offered where feasible. When a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.
4. Additional compensation associated with the Work must be added as separate line items to the worksheet.

Proposed Service	Compensation (Annual Fee, MAG, lease rent, etc.)	Percentage Fee (Is there any proposed share of gross associated with your proposal)	Proposed Capital Investment	Proposed Contract Term (5-Year minimum)
1. Club				
2. Business Center				
3. Misc.				

***If proposed business model does not fit within the above compensation template, please attach as an additional page to this form.***

Note, the Airport will only be entertaining models that ensure a minimum compensation equivalent to the airport non-airline terminal rental rate (currently \$113.24/sf, adjusted annually).

It is understood that the pricing, terms and conditions of this Proposal confirm with the requirements set forth in this RFP and are firm and irrevocable unless provided in writing to CLT.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



## SECTION 3: CONTRACT

### EXHIBIT A SPECIFICATIONS

#### 1. Summary of Work

The Airport is seeking proposals for the development, design, build and operation of a 4,479 square foot space within the Airport's new Concourse A Expansion project. The Expansion of Concourse A includes 10 gates and associated support space, one retail concession, three sit-down F&B locations. (Additional information on why you should be a part of CLT, is detailed in Exhibit E.) The selected proposer will be responsible for providing an innovative design solution that aligns with the airport's brand and aesthetic while maximizing the utility of the designated space.

The Airport is committed to developing a unique yet functional concept that enhances the airport experience for CLT passengers while encouraging inspiration pulled from local and/or small businesses. Proposed concepts should be customer facing and revenue generating, meeting the needs of our terminal and our customers. To assist prospective proposers in developing responses, a brief description of suggested concepts for the available space is provided below. The description is intended to provide examples of the types of services or concept that may be offered by the tenant and is not meant to be limiting to other innovative ideas and concepts. Examples are:

1. An Airport Lounge
2. An Airport Business Center including conference room(s) and business workspace.
3. Any other customer amenity that provides a unique and/or necessary service to the Airport's customer base creating an inviting atmosphere for passengers to enjoy their time at CLT.

Please note, the Airport reserves the right to reject any and all concepts which it deems, in its sole judgment, to vary significantly from the overall needs of the Airport.

## II. Concept Requirements

- A. Proposers must submit completed concept plans in sufficient detail to facilitate evaluation of the quality and design of the proposed concept. This should include detailed concept plans, floor plan, and renderings depicting the space within CLT. Proposers are also encouraged to submit inspiration photographs (exterior and interior), and plans from previous or current facilities at other airports that the Proposer determines are examples of the facility that the Airport can expect to see at CLT. Proposers should describe how the overall floor plan and fixture plan is consistent with the desired space's image, the lifestyle trend, the target market, and the special needs of the traveling public. Proposals should include additional information that would be useful in evaluating the concept including any design, fixture, or materials that would be proposed for CLT.
- B. Concept packages should include a proposed business plan for CLT. Proposers should anticipate a minimum fee equivalent to the airport non-airline terminal rental rate (currently \$113.24/sf, adjusted annually). Additionally, Proposers are encouraged to recommend any additional revenue components (percent of sale/revenue share/etc.) for the proposed service.
- C. In addition to the business plan, proposers should provide a capital investment plan which demonstrates the net gain for both the Proposer and the Airport.
- D. Proposer should provide a total amount of square footage required for storage and/or back of house functions and should anticipate the requirement of storing all goods within the leased premises or offsite. Storage space is limited within the Airport terminal.

## III. Design & Construction Requirements

- A. The Airport will make available approximately 4,479 square feet of space of the Airport Concourse A. An architectural drawing is included in this RFP as Exhibit C.
- B. Each concept must be designed and constructed in accordance with the Airport Design Standards included in this RFP as Exhibit D. The design and layout are subject to the Airport's approval. The tenant will be required to construct and fixture the facilities. Your proposal must offer:

1. The overall design concept for the space(s).
  2. Renderings clearly demonstrating the proposed concept including any themes and decor.
  3. General color scheme (material board). Also include materials listing which demonstrates the image, quality, durability, and colors of the various materials to be used within the concept including floor and wall coverings and ceilings.
  4. A floor plan that includes fixtures, furnishings, restrooms, showers, storage and all related amenities and offerings.
  5. A store front elevation that shows your proposed entrance, displays, signage, and design features.
  6. Examples of signage and any other graphic elements.
  7. The kitchen or food preparation area should show the extent of the build out including kitchen equipment requirements.
  8. A proposed delivery plan for both construction deliveries and operational deliveries to the facility.
  9. Schedule for Design and Construction
- C. The successful Proposers will enter into an Agreement with the Airport to manage and operate the proposed space. Please provide an operational plan describing who and how the space will operate on the day-to-day projecting over 5 years. CLT will look for a proposed lease term requiring a minimum of 5 years.

**EXHIBIT B**  
**SAMPLE CONTRACT**

The terms of a contract resulting from this RFP may vary significantly depending on the concept proposed and selected by the City. For this reason, a full sample contract is not provided. However, there are some set terms that will be required regardless of the concept selected. Below is a list of those applicable terms:

1. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Company's performance, or allegations thereof, under this Contract, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the negligence of the City, or the City's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors. Company shall purchase insurance, as described in Section 8 of the Contract, which shall include coverage for the contractual liability described herein. In any case in which Company provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. This provision shall survive the expiration or early termination of the Contract.
2. **INSURANCE.** The Company shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the City as approved by the City's Risk Management Division and evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract. Such evidence shall specifically identify this Contract and shall contain the express condition that the **City is to be given written notice within ten (10) days of any modification or termination of any program of insurance.**
  - 2.1. Automobile Liability. Evidence of current automobile insurance (attach copy of automobile Policy declarations Page(s) in the case of Personal Auto) which show the vehicle and coverage amounts as the appropriate one of the following:
    - 2.1.1. If the Company owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per accident, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

- 2.1.2. If the Company does not own or lease any vehicles, but has employees using their vehicles to perform a service under this Contract, Company must provide Hired/non-owned Automobile Liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
- 2.1.3. If the Company does not own or lease any commercial vehicles to perform services under this Contract, and has no employees using their vehicles to perform services under this Contract, but uses his or her own personal vehicle to perform services under this Contract, Personal Automobile Liability may be provided at limits of not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.
- 2.1.4. If the Company is trucking fuel, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration's Motor Carrier Act.
- 2.1.5. However, if the Company has access to the Aircraft Operation Area (AOA) or require deliveries to the airport for the operation, all automobile liability insurance limits shall increase to \$5,000,000.00 per accident, combined single limit, each occurrence.
- 2.2. Commercial General Liability. Insurance with a limit not less than \$5,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
- 2.3. Worker's Compensation and Employers Liability. Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit. **If the Company does not employ more than 2 full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.**

### 3. OTHER INSURANCE REQUIREMENTS.

- 3.1. "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Contract.
- 3.2. The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this section and furnished the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

- 3.3. The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.
  - 3.4. All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Company must submit evidence of the right to self-insure as provided by the State of North Carolina.
  - 3.5. The Company insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this Contract. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees.
  - 3.6. The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Company and/or subcontractor.
4. **AUDIT.** During the term of this Contract and for a period of three (3) years after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate the Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, related to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
  5. **COMPLIANCE WITH SECURITY MEASURES.** Company acknowledges and agrees that:
    - 21.1. The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Airport Security Program") and enforced by the Transportation Security Administration;
    - 21.2. Access to the Aviation Department, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;
    - 21.3. Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director;
    - 21.4. Company shall company and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at

[www.cltairport.com/credentialing](http://www.cltairport.com/credentialing); and

21.5. Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract; and

21.6. City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason; and

21.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

6. **NON-DISCRIMINATION.** Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.

7. **FEDERAL CIVIL RIGHTS REQUIREMENTS.**

7.1. General Civil Rights. In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identify), age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. The above provision binds the Company from the solicitation period through the completion of the contract. The above provision also obligates the Company for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

7.2. the period during which the property is used by the airport Sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

7.3. the period during which the airport Sponsor or any transferee retains ownership or

possession of the property.

7.4. Civil Rights – Title VI Assurances. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Company”) agrees as follows:

7.4.1. Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. The current version of the Title VI List of Pertinent Nondiscrimination Statutes and Authorities is included in Section 24 below.

7.4.2. Non-discrimination: The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and the Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

7.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

7.4.4. Information and Reports: The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

7.4.5. Sanctions for Noncompliance: In the event of a Company’s noncompliance



with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Company under the contract until the Company complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

7.4.6. Incorporation of Provisions: The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

8. **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES.** During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 8.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 8.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 8.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 8.4. Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 8.5. The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- 8.6. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 8.7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8.8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodations, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 8.9. The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 8.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 8.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- 8.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).

**9. MISCELLANEOUS.**

- 9.1. Assignment, Transfer and Subcontracting. No part of this Contract shall be assigned, transferred or subcontracted by the Company, absent prior written approval by the City, which shall not be unreasonably withheld.
- 9.2. Governing Law and Jurisdiction. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal

court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 9.3. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interpretation in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond the control of that party including, but not limited to, court order, shortages of materials, acts of God, act of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or other circumstances for which such party is not responsible, which the party cannot reasonably circumvent or which are not in its power to control, for as long as such cause continues. This Section does not include strikes, slow-downs, walkouts, lockouts and individual disputes.
- 9.4. Familiarity and Compliance with Laws and Ordinances. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work, including all Airport rules, regulations, policies and procedures. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 9.5. Publicity and Other Public Statements. Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Contract to the general physical description and location of the approved final design or product of the Work. Descriptions of conceptual or alternative designs or products considered for the Work shall not be included in advertising, sales or other materials. As a condition of entering into this Contract, the Company further agrees to refrain from the following, absent the City's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Contract or the City's position on any issue relating to this Contract; or (2) making any statement to the media or public on any issue which, in the City's judgment, is likely to cast doubt on the competence or integrity of the City or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Contract for default.
- 9.6. E-Verify. Unless otherwise exempted, Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a

subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

9.7. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.

Company certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract, Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on The Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

10. **NON-APPROPRIATION OF FUNDS.** If the City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

**EXHIBIT C**  
**ARCHITECTURAL DRAWING OF AVAILABLE SPACE WITHIN CONCOURSE**



**EXHIBIT D**  
**AIRPORT DESIGN STANDARDS**



Charlotte Douglas International Airport  
Concessions Design Standards  
Version 5  
July 17, 2024





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# SECTION 1

## INTRODUCTION

- 1.1 General Introduction
- 1.2 Use of this Manual

## 1.1 General Introduction

This manual is intended to be used as a guideline for the *Concessions Tenants* and their design and construction partners at *Charlotte Douglas International Airport (CLT)*. The requirements of this manual shall promote a cohesive design aesthetic that can be easily integrated into the architectural language of the *Passenger Terminal Building* while considering the everchanging operational needs of the facility.

This *Concession Design Standards Manual* intends to accomplish the following initiatives:

1. Inform the *Concessionaire* of the design review process and requirements for conducting construction work within the Passenger Terminal Building at CLT.
2. Define the responsibilities of the *Concessionaire* and their design and construction teams.
3. Establish clear communication among the *Concessionaire*, their design team, and CLT project managers.
4. Establish schedule milestones for the duration of the project.

## 1.2 Use of this Manual

The guidelines within this manual apply to all concession spaces throughout the Passenger Terminal Building at CLT. This manual is a resource for *Concessionaires* to properly plan and execute the design and construction of their leased space.

*Concessionaires*, with their partners, are to become familiar with the contents of this document and any other resources applicable to their lease agreement. It is the responsibility of the Tenant that the design and construction teams adhere to the requirements of this document and of the CLT-approved design.

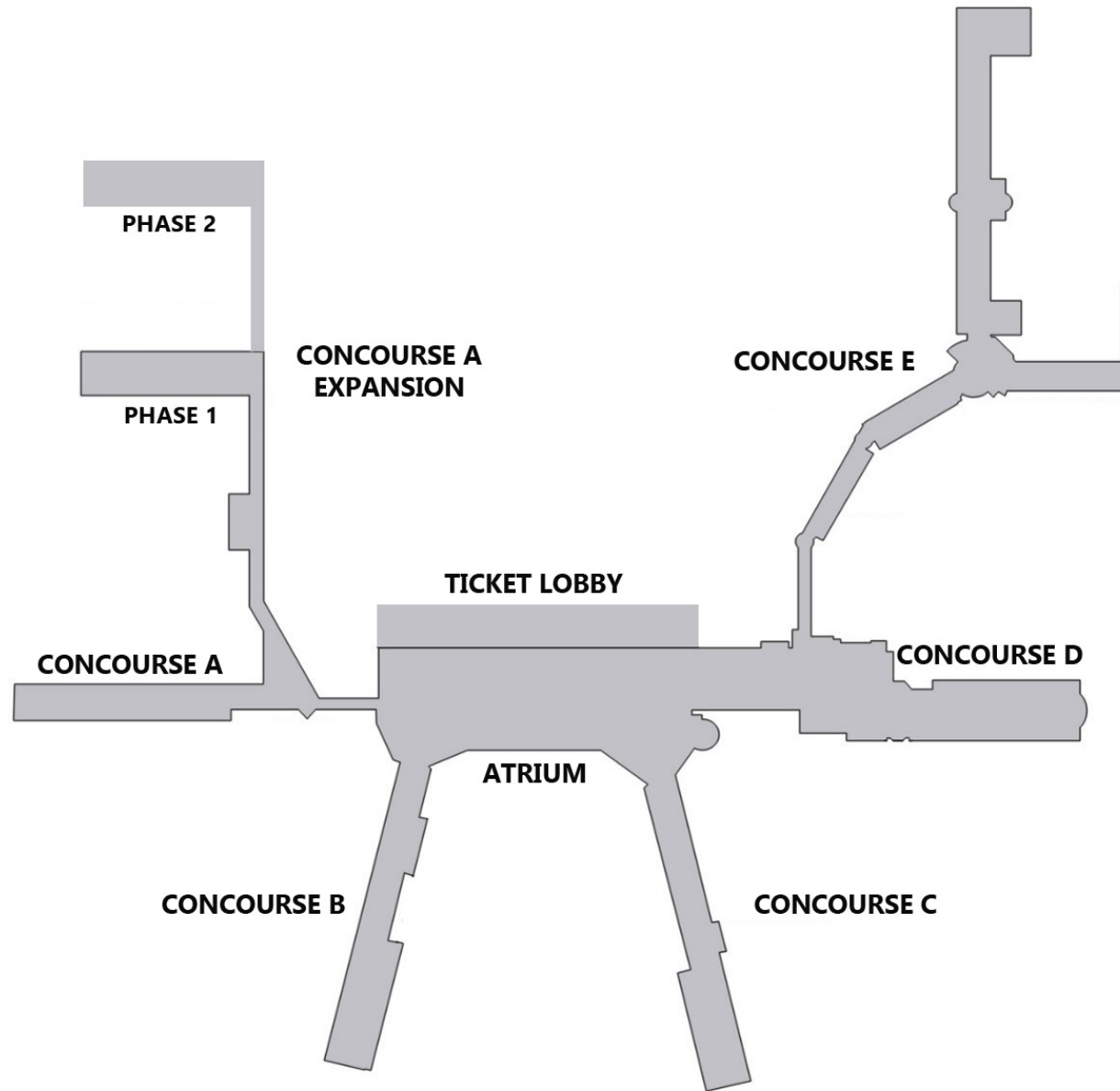
Dimensions and details of existing building conditions shown in the *Concessions Design Manual* are intended for reference only. It is the responsibility of the *Concessionaire* to confirm and document existing conditions prior to commencement of design development. Each Tenant is to procure the services of a licensed architect and the appropriate engineers registered in the State of North Carolina. In addition, the Airport's acceptance of plans and specifications does not release the Tenant or their designers and contractors from the responsibility to comply with all local, state, and federal codes and ordinances, including the North Carolina State Building Code, ADA Accessibility Guidelines, as well as requirements of the City of Charlotte and Mecklenburg County.



## SECTION 2 BUILDING CONDITIONS

- 2.1 Passenger Terminal Building Map
- 2.2 Tenant Lease Lines
- 2.3 Concession Types

## 2.1 Passenger Terminal Building Map



## 2.2 Tenant Lease Lines

The lease boundary is identified in the leasing agreement with a floor plan and *line of demarcation*, or LOD.

These space definition assumptions will be used in all Lease Documents prepared by the Charlotte Douglas International Airport. All currently occupied spaces are grandfathered to remain measured as they currently are until new construction and/or significant remodeling occurs.

The following measurement methodology will be used and evaluated upon initial leasing agreements:

1. All tenant space defined by an interior wall is to be measured from the center of the walls, hence called *Leasable Space*.
2. Any tenant space sharing a parting wall with any Airport run facility (mechanical, office, stairwell, public space, etc.) to be leased from the center of the wall; hence the leasable space will be in conformity.
3. Any tenant space defined by a column line and public corridor to be leased primarily from the center of that column line.
4. Any tenant space defined by an exterior wall to be leased from the interior face of that wall.

## 2.3 Concession Types

### 2.3.1 In-Line Concessions

*In-Line Concession* spaces are clearly defined by hard demising walls and enclosed behind a defined *Façade*. Refer to Section 3.1 regarding In-Line Concession façades.

### 2.3.2. Freestanding Concessions

*Freestanding Concessions* are partially or completely open to the Common Area and not defined by an enclosed façade or demising walls. The walls in these concessions don't extend to the Airport ceiling, and the ceilings, if any, are secondary.

Floors, ceilings, lighting etc. may be a component of the base building and not up to the Tenant to change. The Airport will maintain a higher level of control on the level of finish in these areas.

Freestanding concessions are not to obstruct any signage, gate counters, passenger amenities, or other concessions.







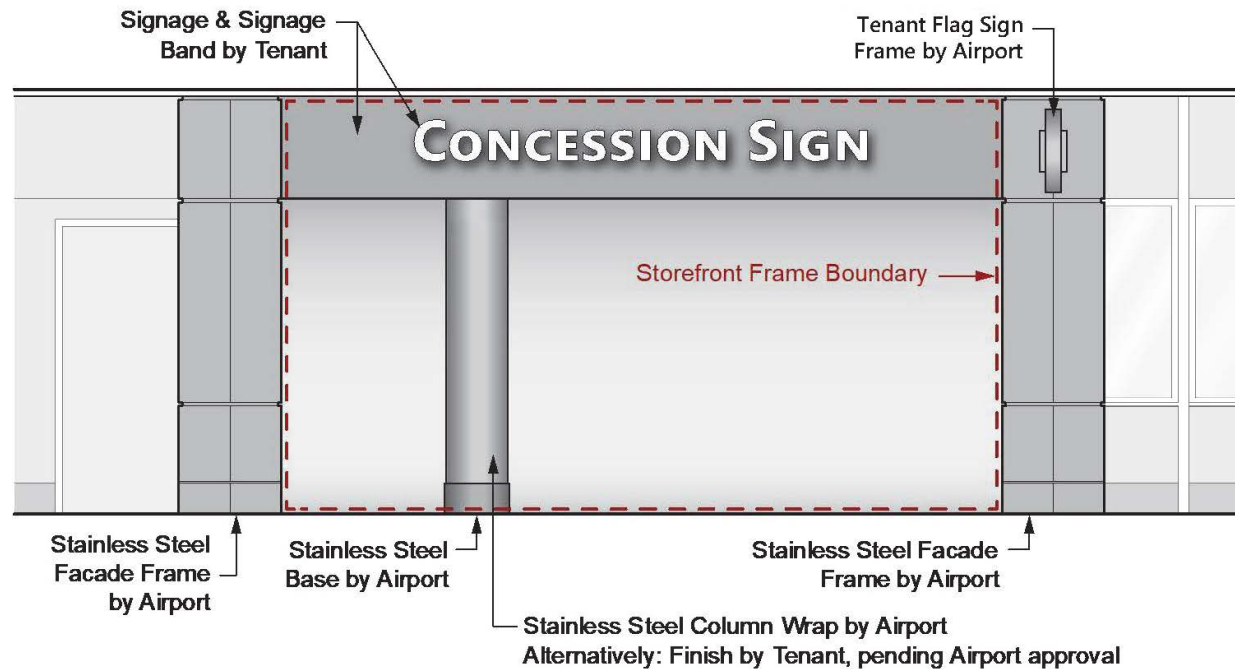
## SECTION 3 DESIGN CRITERIA

- 3.1 Tenant Space Facades
- 3.2 Tenant Space Signage
- 3.3 Tenant Space Layout

### 3.1 Tenant Space Facades

The Tenant will develop the design and character of the façade within the boundaries of the *Façade Frame*.

The Airport encourages a creative and thoughtful approach to the façade design within the *Storefront Frame Boundary*, pictured below.



## 3.2 Tenant Space Signage

The Tenant is encouraged to present their specific brand throughout their signage, without competing or interfering with passenger wayfinding or signage, HVAC equipment, lighting, sprinklers, speakers, cameras, or any other Airport equipment.

All signage and graphics are to be professionally designed and fabricated. Vinyl, cardboard, and paper signs are not permitted.

All attachment devices, wiring, clips, transformers, lamps, conduit, and other parts for signs are to be concealed.

Visible fabricator labels are not permitted, except as required by code. If required, labels are to be inconspicuous.

Electrical service to Tenant's signs is to be supplied from the Tenant's electrical service.

No window coverings will be allowed without prior approval by the Airport. Any approved window coverings to be maintained by the Tenant.

Tenant is to verify the wall finish behind and around any sign is a minimum Level-4 gypsum board finish, or comparable, and painted, prior to installing any new sign.

The condition of this wall is to be finished per the terms of the lease on new leases. The Tenant is responsible to repair this wall on any Tenant renovations.

### 3.2.1 Tenant Flag Sign

In addition to the *Signage Band* sign, the Airport provides an illuminated flag (or blade) sign frame. The *flag sign* insert is to be designed and provided by the concessionaire. Designs for the flag sign inserts are to be simple and of high contrast to be highly visible from a distance. The flag sign shall consist of the Tenant's name and/or logo in the Tenant's brand colors or a neutral color palette. The Airport, at its discretion, may waive the requirement for a flag sign, particularly at suites without a Façade Frame.



## 3.3 Tenant Space Layout

Any transaction surface, or item used for queueing is to be set back a minimum of 4' from the *Lease Line* to provide adequate circulation to support the concession. The queue space must be within the boundary of the lease line and may not extend into Airport circulation.





## SECTION 4 DESIGN PROCESS

- 4.1 Codes & Standards
- 4.2 Design Review & Approval

## 4.1 Codes & Standards

The Tenant is responsible for acquiring all applicable permits per the requirements of the North Carolina State Building Code and Mecklenburg County Code Enforcement.

All new and remodeled construction in Mecklenburg County and the City of Charlotte is governed under The North Carolina State Building Code. All work at the Airport is to comply with this code under the jurisdiction of the Mecklenburg County Code Enforcement Special Projects Team (SPT).

All facilities located at CLT are to be designed by an architect and engineers licensed in the State of North Carolina. Each design professional is to sign and seal the work, specific to the profession in which he or she is licensed.

### 4.1.1 Building Permit

All projects at the Airport are to be processed through the Special Projects Team (SPT) of Mecklenburg County Code Enforcement. The Tenant is to contact Mecklenburg County Code Enforcement at the beginning of a project to understand the permit submittal and inspection requirements, as well as scheduling of plan reviews.

Refer to Section 8.2 for contact information for Mecklenburg County Code Enforcement.

### 4.1.2 Temporary Concession Permit

All temporary concessions are to be approved by CLT and Mecklenburg County Code Enforcement (MCCE). Contact MCCE about the extent of Construction Documents required.

Occupancy permits for temporary concessions are valid for up to 60 days. Any Tenant requiring a concession longer than 60 days is to apply for a standard building permit.

### 4.1.3 Health Department Permit

Before beginning construction, renovation, or operation of any facility that sells food, the Tenant is to obtain approval from the Mecklenburg County Public Health Department.

A Health Department plan review shall be performed and approved prior to the construction and operation of any new or remodeled establishment that North Carolina General Statutes mandate.

### 4.1.4 Sustainability

The City of Charlotte has made a commitment to become a global leader in environmental sustainability, balancing economic growth with preserving our natural resources. Tenant and your designers should become familiar with the programs and initiatives at [charlottenc.gov/sustainability](http://charlottenc.gov/sustainability).

### 4.1.5 Accessibility

The entrance to Tenant concession spaces shall be visually and physically open and approachable. Ease of access and circulation within the space is critical to passengers and is to accommodate people with baggage and wheelchairs.

All facilities shall be designed and constructed in compliance with The North Carolina State Building Code, ICC A117.1, and the ADA Standards for Accessible Design.

## 4.2 Design Review & Approval

Work completed without written approvals from the Airport is subject to removal at the Concessionaire's expense. All permit fees and other expenses required to complete the work are the responsibility of the Tenant.

All design submittals and approvals are to be transmitted through E-builder: Concept, 30%, 60%, 90%, and 100%, as detailed in this chapter.

### **Concept:**

- A. Tenants will submit an initial concept to the Airport Contract Manager in e-builder. This should include high level information of the proposed concept such as description, square footage, target dates, etc.
- B. Once the initial concept is approved by the Airport Contract Manager, the Airport Contract Manager will schedule a concept design meeting with the Design Team and the Airport Architects. Tenants will be required to provide concept floor plans and renderings prior to this meeting.
- C. Once the concept is approved, the Airport Contract Manager will direct the Tenant to submit a Tenant Modification Application (TMA).

### 4.2.1 Tenant Modification Application

For large projects the Tenant should contact the Airport Concession Contract Manager to explain the preliminary intent.

The first formal step is the completion and submittal of the Tenant Modification Application (TMA). The Tenant can download this from E-builder.

The Tenant is to provide documentation to thoroughly explain the project intent. This may include the following:

- Project description
- Location plan
- Plans of the space and adjacent areas
- Elevations, renderings, and sketches
- Photos of the space
- Example photos of concept

The Tenant is to indicate any of the following utilities that may be required or affected by the project:

- Electrical
- Water
- Sanitary sewer drains and venting
- Grease drains and venting
- Natural gas
- HVAC
- Telecom & cabling

The TMA is to be signed by the concessionaire's authorized representative to approve funds for the proposed work.

The Tenant is to submit the TMA and the supporting documentation to the Airport Concession Contract Manager. Inaccurate or incomplete TMA submittals will delay the approval process.

The Airport reviews completed TMA submittals once a week.



Once the TMA is approved the Airport will notify the Tenant with the requirements to proceed. The extent of the review requirements may vary if the scope of work is minimal.

The Airport Concessions Contract Manager will assist the Tenant with any lease agreement procedures or questions.

Upon TMA approval, the Airport will issue an Airport project number to the project. The Tenant is to reference this number in all documentation and correspondence.

The Airport will also assign an Airport Construction Project Manager to the project. This Airport Construction Project Manager will be the Tenant's point of contact for all design and construction correspondence, unless otherwise noted. This includes the preconstruction meeting, project meetings, special building access, material delivery, and punch list walk-throughs.

#### 4.2.2. Design Review Submittals

The Tenant is to begin the design process within six months of the TMA approval. If construction document submittals have not been received by the Design Review Committee within six months of TMA approval, a new TMA review will be required.

Prior to producing design documents, the Tenant should contact Mecklenburg County Code Enforcement (MCCE) to understand permit requirements and review procedures.

NOTE: MCCE has a team specifically allocated to all airport construction projects. This team is called the Special Projects Team (SPT). Be sure to refer to "SPT" in all correspondence and submittals to MCCE by adding "SPT" to beginning of

project name on drawings, applications, and email subject lines. (Example: "SPT – Charlotte Marketplace")

The Design Review Process requires the approval of four submittals: 30%, 60%, 90%, and 100%. Each submittal will be reviewed by the CLT Design Review Committee for compliance with CLT building standards and systems.

The Tenant is to submit all correspondence through E-builder.

#### *30% Submittal*

The 30% Design Review Submittal should include the following:

- Prior to the 30% submittal, the Tenant shall request 30-day load studies of effected panelboards from the Airport as well as 12-months peak demand from Duke Energy of the transformer supporting the Tenant's electrical equipment.
- One-Line or Riser diagram showing proposed electrical distribution path from the Tenant panel(s) back to the existing utility transformer. Tenant panels shall be fed from Host distribution equipment.
- Cover page with project team contact information, project title, square footage, CLT Project Number, room number, project address, location plan, and all applicable AHJ contact information.
- "Appendix B" Building Code Summary – required by The North Carolina State Building Code
- Temporary construction wall layout and construction details
- Utilities Location Plan (approximate)
- Demolition plan (if applicable)

- Partition plan with Line of Demarcation, or lease line
- Façade Elevations with color renderings
- Renderings within context of CLT space

Tenant's Architect/Engineer Design Team is **required** to visit the site with airport representatives coordinated by CLT Project Manager for verification of field conditions prior to submitting 30% design documents for existing shell spaces. If the shell building is still under construction, the Tenant design team is required to review the shell building Construction Documents.

Tenant's Design Team is to pay particular attention to existing or new equipment and conditions to avoid conflict with routing above (Tenant's exhaust, make-up air handling units, etc.) and below (Tenant's drain lines, cooking oil storage lines, CO2 lines, natural gas, etc.) the Tenant's lease line.

#### *60% Submittal*

The 60% Design Review Submittal should include the following:

- Coring/Penetration Location Plan
- Waterproofing details
- Fixture/merchandise plan
- Kitchen equipment plan (if applicable)
- Reflected ceiling plan
- Flooring plan with transition details
- Door and hardware schedule
- Finish plan and schedule
- Architectural details (wall sections, penetration details, etc.)
- Signage details
- Electrical plan

- Show all underground utilities and identify sources of/capacity for mechanical, electrical, communication, sewer and water.
- Identify any potential utility outages
- Identify the overall electrical load and coordinate this with the service location identified by the Airport. Refer to Section 5.22.
- Detailed service loads for all utilities
- Identify any requirements for floor coring, drilling, or any penetrations in the existing slab or structure.
- Security drawings, including security cameras, and access control equipment. All access points into and out of the space during and post construction must be identified within this submittal.
- Construction Safety and Security Plan that includes the following items:
  - Staging Plan, including dumpsters, temporary toilets, and materials
  - Material delivery route and allowable hours
  - Debris removal route and allowable hours
  - Tool security plan in the sterile area
  - Worker access to the sterile area location
- Provide Low Voltage/IT Cabling plans on 60% submittal, indicating specifically on the drawings if any cabling will be run to the serving CLT IDF, or specifically indicate on the Drawings if existing cabling to the serving CLT IDF, if any, will be reused. If new cabling to the CLT serving IDF will be run, indicate on plans the intended route of the Contractor-provided 2" orange conduit to the serving CLT IDF room (or existing route, as applicable).

- If any work in the serving CLT IDF is required, add the following note to the Low Voltage Drawing(s):  
*"Coordination is required with the CLT IT Cabling Infrastructure Lead, Andrew Sibley, for access to, and for any work to be performed by the Contractor in the serving IDF. The Contractor shall perform this coordination prior to performing any related work. All Telecommunications Infrastructure Work outside of the Lease Boundary shall comply fully with CLT Communications Infrastructure Standards v. 4.0 or the most current version."*
- Provide a Cabling Diagram or detailed description on the Low Voltage Drawings of all cabling to be run to the CLT Serving Telecom Room.

### 90% Submittal

The 90% Design Documents submittal should include the following:

- Complete mechanical, electrical, plumbing, fire alarm, fire protection, telecommunications, and security plans, excluding specifications
- Details and sections of all millwork
- Details and sections of all partitions, soffits and ceilings.
- 90% complete signage package
- Temporary Construction Wall design that includes method of attachment to adjacent surfaces. Reference Section 5.2.
- Temporary construction signage. Construction signage is to be submitted as a separate document for approval. Construction signage is to include the

"Coming Soon" graphics on the Temporary Construction Wall

- The Tenant may be required to provide an interim fire life safety plan to maintain life safety requirements during construction
- A preliminary construction phasing schedule identifying all significant activities and milestones
- Add the following notes verbatim to the Low Voltage/Telecommunications Construction Drawings:  
*"Prior to use; all cabling, copper and fiber that is installed as part of this Project, run to the serving CLT IDF room must be fully tested per CLT Infrastructure Standards (current version), reviewed, and accepted by the CLT Cabling Lead. All work shall be inspected and accepted by the CLT Cabling Lead prior to being placed into service."*
- All cabling test data shall be incorporated into the final as-built test results set. This applies only to any new cabling run to the Serving CLT Telecom Room.
- If Wireless Access Points are included in the Proposed Scope of Work, add the following note verbatim to the Low Voltage/Telecommunications Construction Drawing:  
*"Wireless Access Points in the Project space must not interfere with the operation of existing Wireless systems in operation, including the CLT WiFi System specifically. In the event of any interference resulting from the installation of Access points as part of this Work, the Leaseholder is responsible for any and all remediating actions required to eliminate the interference."*

### *100% Submittal*

The 100% Design Submittal should include the following:

- All previous submittal requirements with revisions per review comments.

This submittal is to be reviewed and approved by the Airport before drawings are signed, sealed, and submitted for permit.

The Airport will notify the Tenant via E-builder of approval, or request revisions or additional documentation.

#### 4.2.3. Permitting

Once 100% Design Submittal approval is granted by the Airport, the Tenant shall upload a copy of the signed and sealed Construction Documents and permit application to E-builder. The Airport will then issue a Letter of Design Approval to the Tenant, a document required by Mecklenburg County Code Enforcement as part of the permit application process.





## SECTION 5

### TECHNICAL DESIGN REQUIREMENTS

- 5.1 Indoor Air Quality
- 5.2 Temporary Protection
- 5.3 Demolition
- 5.4 Concrete
- 5.5 Metals
- 5.6 Waterproofing
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- 5.12 Framing
- 5.13 Ceilings
- 5.14 Flooring
- 5.15 Food Service Equipment
- 5.16 Fire Protection
- 5.17 Domestic Water
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- 5.19 HVAC
- 5.20 Natural Gas
- 5.21 Building Automation
- 5.22 Electrical
- 5.23 Telecommunications
- 5.24 Cable and Satellite Television
- 5.25 Public Address System
- 5.26 CCTV and Access Control
- 5.27 Fire Alarm

## 5.1 (01 35 00) Indoor Air Quality

Prior approval must be obtained from the airport before use of any material that may release any fumes, particulates, or airborne chemicals, written notification and coordination is required prior to installation. Implementation is to be performed between 11:00pm and 5:00am.

The contractor is to operate an exhaust fan to the building exterior to maintain negative pressure on the space any time this work is occurring.

If exhausting to the exterior is not feasible, the contractor is to operate a recirculating air-scrubber. The air-scrubber is to transfer 1000 CFM or more through a MERV 13 filter or greater.

This is especially critical during demolition, waterproofing, and flooring installation.

## 5.2 (01 56 00) Temporary Protection

The Tenant to provide a temporary wall with restricted access for the protection of the public and adjacent areas during construction.

“Coming Soon” graphics are required with full renderings and are to be approved by the Airport. Plans and rendered elevations for the temporary construction wall to be submitted at the 90% design submittal. Refer Section 4.2.2 for submittal guidelines.

The exterior face of the temporary wall is to be located a maximum of 3’ beyond the Tenant Lease Line. The Tenant is to obtain written approval for any exceptions to this from the

Airport Concessions Project Manager prior to installation. Wall to be 10’ high minimum or extend to the ceiling/soffit above. Provide protection, as needed, above 10’ height to contain dust and debris.

Wall to be metal studs with 5/8” gypsum board. Wall is to be constructed and braced on the Tenant side to maintain a deflection of no more than L/240 at 5psf. The use of portable barricade systems may be accepted on a case-by-case basis.

Wall is to be sealed back to existing surfaces to prevent the transmission of dust and minimize noise; however, wall is not to be fastened to the existing finishes and is not to damage the existing Airport surfaces. The wall shall not be movable to the extent that allows people to access the space without permission. The Tenant is responsible to repair or replace any adjacent Airport finishes that are damaged during construction. Any public facing Airport finishes to match Airport specifications.

Finish the wall with a level-3 finish and paint the wall semi-gloss Benjamin Moore 2141-70 Vanilla Milkshake. Wall is to be constructed to appear permanent.

Provide black 4” vinyl base along the public facing side.

Provide a hollow-metal door in a hollow-metal frame in the temporary wall to access the space during construction. Assembly to be a minimum of 4’ wide to allow the efficient transfer of construction materials. Additionally, the Tenant is to coordinate the size of this door with the mechanical and foodservice equipment. Door to swing into the Tenant space. The door and frame are to be painted to match the wall.

Door assembly to include lockable ANSI Grade-1 hardware. If a double-door assembly is used, the passive leaf is to contain manual flush bolts or constant locking flush bolts not exposed to the public side. Refer to Sections 5.10 and 5.11 about both temporary and permanent doors and hardware requirements.

The building permit placard is to be displayed in plain view on the Tenant side of the wall, adjacent to the access door.

Construction tacky surface mats are to be provided at the access door on the Tenant side to mitigate debris from entering the public area. These mats are to be cleaned or replaced regularly.

All existing and adjacent finishes and flooring are to be returned to their original condition upon removal of temporary partitions.

### 5.3 (02 41 00) Demolition

Demolition is not to interrupt adjacent Tenants, passengers, or the operation of the Airport. Any disruptive demolition is to be performed between 11:00pm and 5:00am.

The demolition contractor is to meet the Airport air-quality requirements in Section 5.1.

Contractor shall properly dispose of all lighting fixtures containing batteries and fluorescent fixtures containing PCB material.

The demolition contractor is to follow the Airport requirements for debris and material handling and the construction guidelines in Section 6.

Tenant shall remove all existing electrical devices, equipment, wiring, and conduit, on or in existing walls, ceilings, and partitions which are to be demolished. Wiring shall be removed back to source or last device scheduled to remain. All unused and abandoned exposed raceway shall be removed back to power source or last device scheduled to remain.

All openings in floors, walls, and ceilings, created by Tenant as a result of removal of electrical devices, equipment, conduit, wiring, shall be patched to match existing adjacent finish on Airport room sides.

Contact Airport Locksmith about any doors, gates, grills, or locks that will be demolished so the Airport can properly salvage parts from the high security key system.

Where unforeseen conditions conflict with construction documents demolition drawings, the Tenant shall contact Airport and coordinate further demolition prior to continuing construction.

All power outages during demolition or construction shall be coordinated a minimum of (14) days in advance for equipment energized from Airport Host services.

All power outages during demolition or construction shall be coordinated a minimum of (28) days in advance for equipment energized from Airport Facilities services.



## 5.4 (03 00 00) Concrete

If the project requires floor penetrations, the Tenant is to provide non-invasive testing of the slab and structure (x-ray) before cutting, drilling, or otherwise before penetrating the existing slab.

The Tenant is to specifically identify all penetration locations during the design phase and, again, notify the Airport of the exact location, in writing, 72 hours prior to installation. Contractor to receive approval from the Airport prior to performing any such work.

The Contractor is to control water, and dust from drilling or cutting operations. Existing lighting, power, and fire alarm devices, as well as all areas below or adjacent to drilling or cutting operations shall be protected.

Ceiling wires and any ceiling mounted equipment are to be secured to the steel structure. No wires or equipment are to be anchored into the concrete deck above.

1-1/2" floor depressions will be provided to new food and beverage locations. Existing locations which do not have floor depressions are to be accepted in their current condition.

## 5.5 (05 00 00) Metals

Any mechanical equipment not sitting directly on the floor or a housekeeping curb is to be supported by structural steel. Any structural steel design to be designed and sealed by a Structural Engineer licensed in North Carolina.

Any handrail designs to be designed and sealed by a Structural Engineer licensed in North Carolina.

## 5.6 (07 10 00) Waterproofing

Any kitchens or locations with domestic water are to have floor drains, with floors sloping toward these floor drains to prevent any potential damage to Airport equipment and spaces on the ramp level.

Airport will provide a depressed floor slab 1-1/2" below the concession level floor, in the rear 1/3 of prospective food/drink spaces of new construction. The Tenant may request an exception to this depressed area if the floor has not already been poured. Tenant to provide floor drains and infill this depression as necessary to provide positive drainage to the floor drains. Floor drains should never be higher than finish floor.

Tenant to provide a waterproof underlayment membrane under the flooring that meets ANSI A118.10 standards for waterproof membranes, to be installed per the manufacturer's requirements.

Waterproof membrane is to turn up the wall a minimum of 6".

Waterproof membrane is to overlap the drain body per the manufacturer's details.

Provide air quality control during the waterproofing installation per Section 5.1.

## 5.7 (07 50 00) Roofing

For any Tenant work on the Airport roof, the Tenant is to procure the services of the roofing contractor approved by the Airport for all work on, or through the roof, including roof penetrations, associated rooftop equipment, roof flashing, roof

membranes, pitch pockets, and curbs. The Tenant is to obtain contact information for the specific approved contractor from the Airport Project Manager.

All new penetrations and pathways to be coordinated with the Airport and any adjacent spaces.

All electrical equipment and devices installed on roof shall be contained with NEMA 3R (or greater) rated watertight enclosures. Any cabling that connects to an antenna with exposed terminals must utilize a watertight service entrance type weatherhead cap with no more than 4' of exposed cable. Pitch pockets for cabling and wiring are not allowed.

All penetrations made in roof for electrical connections shall be provided with proper weather tight boot.

In existing areas with lighting protection, provide lighting protection for newly mounted roof equipment. Match existing ground conductor sizes, materials, methods, and connectors. Installation shall be in accordance with NFPA 780.

All modifications to the roof to meet the wind load requirements of the North Carolina State Building Code.

Conduit and pipes are to be supported by a support system that meets the requirements of ANSI/MSS SP-58-2018. Wood supports are NOT approved.

## 5.8 (07 80 00) Fireproofing

The Tenant is to maintain the existing structural fireproofing. Tenant is responsible to repair any fireproofing damaged during construction.

The Airport building classification is Covered Mall. Concessionaires shall design to Mecklenburg County and NC Building Codes to meet the requirements for fireproofing. The tenant is to confirm these requirements with the Airport.

Provide proper firestopping for all penetrations made through existing rated walls, ceilings, or floors.

## 5.9 (08 40 00) Exterior Glazing

For Tenant spaces that include a perimeter with existing exterior glass walls/windows and the concept allows, all views to be maintained as much as possible. Attachment to base building window frames is not allowed. Window coverings are to be approved in writing by the Airport. Window coverings are to be maintained by the Tenant.

## 5.10 (08 10 00) Doors

All Tenant doors are to be solid core wood veneer in hollow metal door frames, hollow metal doors in hollow metal door frames, storefront aluminum assemblies, solid glass, or similar approved door types. Hollow core wood, or any type of residential grade doors are not allowed. All Tenant doors are to be 7' high minimum and 1-3/4" thick with 2-3/4" backset for cylindrical locks.

Wood veneer doors are to meet the minimum performance requirements of WDMA I.S.1A Heavy Duty Architectural Wood Flush Doors per the Window & Door Manufacturer's Association.

Hollow metal door assemblies to be provided by manufacturers certified by the Steel Door Institute.

All exterior doors are to be thermally and acoustically insulated with a minimum sound transmission rating of STC 50. All exterior doors to have a 4"x24" Design "N" insulated narrow lite.

### 5.11 (08 70 00) Door Hardware

All door hardware is to be from the following manufacturers:

- Schlage
- LCN
- Von Duprin

All lock cylinders at CLT are to be Full Size Interchangeable Core (FSIC) format, with the Everest Primus D Series keyway. Construction locks and permanent locks will be ordered with Schlage construction cores. Permanent lock cylinders will be supplied by the project.

All locks are to be ordered with construction cores installed. To order permanent cores, the Tenant is to request a face sheet from the Airport locksmith. This usually has a 6 to 8-week lead time.

Basis of Design for all hardware is the following. Any exception to this is to be approved by the Airport locksmith.

- 626 Satin Chrome finish.
- Cylindrical Locksets: Schlage ND Series Athens.
  - Acceptable lock functions include ND10S, ND40S, ND53TD, ND70TD, ND72TD, ND80TD, ND82TD
- Mortise Locksets: Schlage L9000 Series with Type A Rose.

- Deadbolts: Schlage B660 Series
- Door Closers: LCN 4040XP
- Exit Devices: Von Duprin 99 Series
- Electric Strikes: Von Duprin 6200 Series.

Electrical hardware voltage varies. The Airports preferred method of access control is with electric strikes over electrically unlocking hardware. The Tenant shall provide details for all electrified and access-controlled doors in their submittal drawings and fully coordinate installation with Johnson Controls.

### 5.12 (09 20 00) Walls, Ceilings, & Framing

All walls, soffits, 'hard ceilings', and miscellaneous framing are to be constructed with metal studs and 5/8" gypsum board, or similar non-combustible materials.

Fire retardant treated wood may be used only in small quantities as blocking. Wood framing is otherwise not to be used.

Any walls separating Tenants are to extend to the deck above and contain sound attenuation blanket insulation.

Ceiling wires and ceiling mounted equipment are to be secured to the steel structure. No wires or equipment is to be anchored into the concrete deck above.

### 5.13 (09 50 00) Ceilings

Tenant is responsible to provide the Airport with access to electrical boxes, controls, valves or equipment above the ceiling. Field verify the location of any Airport infrastructure

and provide ceilings with access as necessary. Access openings are to be 18"x18" or greater.

#### 5.14 (09 60 00) Flooring

The Tenant is responsible for verifying the type and condition of the adjacent existing finished floor. Structural floor grinding or filing is to be approved in writing by the Airport. Refer to Section 5.4 for any penetrations in the concrete floor.

All flooring materials and transitions are to be approved by the Airport.

The level of the finished floor within the lease area is to align with the existing finished floor at the Lease Line.

Stone, porcelain tile, marble, thin-set terrazzo or commercial quality plank wood are acceptable flooring materials. The use of vinyl, rubber, VCT, or other low quality, low durability material is not permitted.

The Tenant is to provide a durable, continuous base at all walls within the Tenant space. Rubber, vinyl, soft woods, and carpet base are not acceptable materials in any public space.

If a structural expansion joint occurs within the Tenant space, it is the Tenant's responsibility to maintain the integrity. The Tenant is to install the finish material to the joint in a professional manner that is consistent with the architectural approach throughout the Airport.

Refer to Section 5.6 for waterproofing requirements at kitchens, or any locations with domestic water.

#### 5.15 (11 40 00) Foodservice Equipment

CO<sub>2</sub> lines or similar foodservice distribution piping are to be copper lines or enclosed in a plenum rated enclosure. The installation and maintenance of CO<sub>2</sub> lines are the responsibility of the Tenant.

The Tenant engineer of record shall coordinate with Airport Facilities staff about the possible extension of the Airport condenser water loop system for connection to restaurant refrigeration equipment (walk-in coolers, walk-in refrigerators, etc.). Air cooled condensers for restaurant equipment shall be used where connection to the Airport condenser water system is not feasible. The tenant shall be responsible for showing all refrigeration calculations for walk-in coolers and walk-in refrigerators in accordance with the North Carolina Mechanical Code.

#### 5.16 (21 00 00) Fire Protection

The Tenant is required to provide a fire protection sprinkler system on any project in any space that does not currently have a sprinkler system.

If an existing fire protection sprinkler system is available at the time of construction, the Tenant is to connect to the existing system, and coordinate with the Airport to make the connection.

If the area does not already have a sprinkler system, the Tenant is to provide the sprinkler distribution grid above the ceiling and extend the service 10' beyond the lease line into the common area for a future connection. On systems that will not be immediately connected, The Tenant is to omit the sprinkler

heads but leave the system otherwise in place for future connection and completion.

The Tenant is responsible for providing engineered drawings, design, and installation of all required fire protection inside the space per the requirements of NFPA 13.

The Tenant is to verify that any existing fire sprinkler system within the LOD complies with NFPA 13 and meets the requirements in this section.

All Tenant spaces are to be equipped with isolation / drain valves / tamper switches for each specific grid / sprinkler system (Refer to table 8.4 Provision Summary).

Sprinklers are to be installed per the Hazard Classification listed in the lasted adopted version of NFPA Standard 13. Sprinklers to be concealed type sprinkler heads for ceiling applications and upright heads where exposed.

Fire protection piping outside of conditioned space and located within walk-in coolers and walk-in freezers shall be a dry pipe sprinkler system. Provide all low point and auxiliary drains as needed.

Commercial kitchen hoods are to be connected to the Airport fire protection system, to comply with NFPA 96.

The fire protection sprinkler system is to be used only for fire protection sprinklers. Improperly connecting to this system will trigger the fire alarm.

## 5.17 (22 11 00) Domestic Water

Airport will provide cold water line, capped at, or adjacent to the Lease Outline Drawing (LOD) perimeter of each concession space. The Tenant is to provide an isolation valve where the water line enters the LOD if an isolation valve isn't already in place.

Domestic hot water will be the responsibility of the Tenant. No hot water equipment will be provided or maintained by the Airport.

Regulate and monitor water usage to foodservice equipment to conserve water and avoid potential unattended overruns. Do not leave faucets running unattended.

All non-food service sinks (hand washing sinks) and fixtures shall be installed with a thermostatic mixing valve set to 110°F maximum outlet temperature.

## 5.18 (22 13 00) Sanitary Sewer & Grease

All sanitary sewer piping shall conform to the following airport requirements:

- Accessible Above Slab: Service Weight Cast Iron Piping with No-Hub (Hubless) Fittings
- Inaccessible Above Slab: Service Weight Cast Iron Piping with Hub and Spigot Fittings
- Below Slab: Schedule 40 PVC Piping"

"All grease-laden waste piping shall conform to the following airport requirements:

- Accessible Above Slab: Service Weight Epoxy Coated Cast Iron Piping with No-Hub (Hubless) Fittings (Charlotte Pipe Edge HP or approved equal)
- Inaccessible Above Slab: Service Weight Epoxy Coated Cast Iron Piping with Hub and Spigot Fittings (Charlotte Pipe Edge HP or approved equal)
- Below Slab: Schedule 40 PVC Piping

Airport will provide the following sanitary sewer lines capped at, or adjacent to the Lease Outline Drawing (LOD) perimeter of each concession space. Tenant to ensure that all Tenant drains are appropriately sized and lead to the appropriate sanitary sewer drain lines.

The tenant shall coordinate with Airport Facilities staff during the design phase for tie-in to existing sanitary and vent piping. It is the tenant's responsibility to provide a grease interceptor and all associated piping. If there is no availability to connect to an existing grease-laden waste system. All grease-laden waste systems shall be provided with calculations in accordance with the North Carolina Plumbing Code.

Ensure piping and drain sizes are adequate for the anticipated use. All floor drains are to be shall have a minimum 3" trap size. Provide all floor drains with a removable trap seal fitting. Trap primers shall not be used for any fixture traps. The tenant plumbing designer shall assess the existing floor slabs prior to completion of design and develop details for proper floor drain and floor sink installation and waterproofing. Refer to the example floor drain and floor sink details for more information. All floor drain and/or floor sink traps that accept condensate drainage from either HVAC equipment or walk-in

coolers/freezers shall be insulated to prevent condensation buildup.

All vents required for the sanitary or grease waste are to extend through the roof and terminate outdoors. Any air admittance valves require specific approval from the Airport. Air admittance valves are permissible only in arrangements without a vent path to the exterior.

Any kitchens or locations with domestic water are to have floor drains, with floors sloping toward these floor drains to prevent any potential damage to Airport equipment and spaces on the ramp level. Coordinate this with the concrete floor and the waterproofing in Section 5.6.

All floor sinks shall be either acid-resistant enamel or stainless steel construction. All floor sinks shall be installed with an anti-splash dome strainer.

All indirect waste connections accepting high temperature discharge from dishwashers or other kitchen equipment with booster water heaters shall be provided with a drain tempering valve prior to the indirect waste termination.

The tenant shall be responsible with providing acid neutralization traps or an acid neutralization tank if the waste is deemed to be highly acidic (fruit juices). In an instance of highly acidic waste, the tenant shall install a grease interceptor with stainless steel construction.

Refer to Section 5.4 for any penetrations in the concrete floor.

Refer to Section 5.7 for any roof penetrations and equipment.

## 5.19 (23 00 00) HVAC

The Airport HVAC system is to serve the public and non-leasable areas. At In-Line Concessions, the Tenant is responsible for conditioning the air within their own space. Cooling capacity for every In-Line Concession Tenant and every space is to meet the loads of that space. No enclosed space is to rely on adjacent building cooling.

Where possible, the Tenant may utilize the Airport variable air volume (VAV) system for comfort cooling to the Tenant space. All Tenant comfort cooling HVAC units shall connect to the Airport's Building Automation System (BAS).

All kitchen makeup air and exhaust air shall be provided by the tenant. Makeup air shall not connect to the Airport heating hot water and chilled water systems. All makeup air associated with the kitchen exhaust system shall be tempered. The Tenant shall provide air balance calculations of all kitchen exhaust and makeup airflows. The Tenant space shall be neutrally pressurized to the remainder of the Airport spaces. Utilizing Airport terminal air for makeup air shall not be accepted.

Exhaust fans and plumbing vents to be located in the designated space and are to exhaust a minimum of 10' from any outdoor fresh air intake. Maintain the required separation of exhaust fans and plumbing vents from any outdoor air intake per the North Carolina Mechanical Code. If a fan is placed inside a penthouse, the exhaust shall be ducted to the exhaust louver and is not to exhaust directly inside the penthouse.

Refer to Section 5.7 for any roof penetrations and equipment.

The condition of all existing mechanical equipment within the tenant space shall be inspected by the tenant engineer of record prior to completing design. Coordinate with Airport Facilities staff as needed to replace existing mechanical equipment beyond its useful lifetime.

All VAV terminal units shall have direct digital controls (DDC) capable of tying into the existing Airport Building Automation System (BAS). All existing pneumatically controlled VAV terminal units located within the tenant space shall be replaced with a new VAV terminal unit with DDC controls and actuators.

The Tenant is to test and balance all new and reused HVAC systems to ensure that they meet the design parameters and operate per their intended controls. The Tenant is to submit test and balance reports to the Airport Project Manager prior to opening. All HVAC airside and waterside systems shall be balanced to within 10% of the design values.

Rooftop grease collection is to be a Grease Guard Rooftop Defense System or approved similar. Grease collection is not to inhibit the performance of any exhaust fan.

Tenant is to provide regular maintenance per manufacturer's recommendations. The Tenant shall keep records of all regular maintenance for review by Airport staff, if requested.

Refer to Section 5.4 for any penetrations in the concrete floor.

Kitchen Hood Exhaust - All grease-laden exhaust ductwork connected to Type I kitchen hoods shall have double wall factory fabricated and insulated zero-clearance ductwork. All



ductwork and associated access door locations shall be shown on design drawings. All exhaust ductwork connected to Type II kitchen hoods shall be stainless steel ductwork.

**Kitchen Makeup Air** - The tenant shall be responsible for providing makeup air to the kitchen space to ensure a neutral pressurization with the terminal. The tenant shall provide air balance calculations on the drawings denoting all outdoor and exhaust airflows in the space. All makeup air units shall be outdoor packaged rooftop units with direct expansion (DX) cooling and gas-fired heating.

**HVAC Condensate Drainage** - The tenant shall be responsible for routing all new mechanical system condensate drains to an indirect waste termination (floor drain, floor sink, etc.) within the tenant's space. The use of base building roof drains and/or sanitary drains for condensate disposal will not be accepted.

The mechanical design shall conform to the following criteria:

- Interior Conditions:
  - Cooling = 72°F, 50% RH
  - Heating = 70°F
- Ambient Design Temperatures:
  - Summer = 94.2°F DB / 74.7°F MCWB
  - Winter = 21.6°F

**Noise Criteria (NC) Values** from the HVAC equipment as generally accepted practice by ASHRAE Sound and Vibration Design Guidelines for HVAC-Related Background Sound in Rooms. NC Level outside a tenant space as a result of the HVAC system is to be limited to NC 40 in any adjacent space.

HVAC systems and equipment will be installed with vibration isolators as accepted practice by ASHRAE, Sound and Vibration Selection Guide for Vibration Isolators.

The Tenant is responsible for providing engineered drawings, design, and installation of all required HVAC inside the space, in compliance with the Airport's requirements, including the following:

- All ductwork from the main supplied by the Airport to the air devices in the space and all equipment associated with the ductwork.
- All required kitchen exhaust and make-up air ductwork.
- All required kitchen hoods and associated exhaust and make-up air fans.

Refer to Section 5.21 regarding Building Automation and controls.

All required VAV boxes with hot water reheat coils controlled with two-way hot water valves.

## 5.20 (23 10 00) Natural Gas

The Tenant shall not connect to the natural gas line serving the Airport's base-building systems.

Any Tenant requiring natural gas shall connect to the existing 5-psig natural gas line dedicated for Tenant equipment. The Tenant engineer of record shall coordinate with Airport Facilities staff for the exact tie-in location prior to completion of design.

If gas is used, the Tenant is to provide an approved means of exhaust and combustion air intake.



## 5.21 (25 00 00) Building Automation

All building automation and HVAC control work is to be provided by Johnson Controls, Inc. The Tenant is to procure Johnson Controls to perform all associated work.

## 5.22 (26 00 00) Electrical

All new Tenant spaces shall derive their electrical services from Airport Host electrical distribution infrastructure. The Tenant's electrical engineers shall not utilize existing Airport Facilities infrastructure to derive new Tenant electrical services without exhausting all options deriving services from existing Airport Host electrical equipment.

For new Tenant spaces, the Airport shall provide (1) empty 3" conduit with pull-string from the electrical room housing existing electrical distribution equipment dedicated for Tenant power and stub into the new Tenant space.

For existing Tenant spaces (upfits), the Tenant shall utilize existing pathways to extent possible or provide new pathway between renovated Tenant space and designated Airport electrical room. The Tenant shall coordinate exact Airport electrical room and provide all installation details and equipment locations on engineered drawings.

The Tenant shall provide enclosed circuit breaker or fused disconnect switch within the Airport electrical room for overcurrent protection of Tenant electrical distribution equipment and provide all wiring and conduit to make all required connections between the existing airport host electrical infrastructure and the Tenant electrical distribution

equipment. The Tenant is required to coordinate all outages, installation locations of Tenant service disconnecting means, and penetration locations within the Airport electrical room.

Where existing Airport Host infrastructure does not allow for additional Tenant electrical service equipment to be installed, the Tenant's electrical engineer shall coordinate with the Airport to determine alternative Airport Facilities infrastructure location for Tenant electrical service. The Tenant shall provide new smart breaker in existing Airport Facilities infrastructure. New Tenant breaker shall have metering capabilities and shall be compatible with ETAP system. Tenant shall coordinate with the Airport IT and Facilities to provide 1" empty conduit with pull-string from newly installed breaker location to nearest IDF room housing ETAP servers.

Any additional electrical service requirements are to be reviewed and approved by the Airport as a special exception. In addition to obtaining approval for the design documents per Section 4.2.2, the Tenant is to specifically address this with the Airport Project Manager and obtain specific approval in writing from the Airport for this during the design phase.

The Tenant's Electrical Engineer is to calculate all new and existing Tenant loads and verify the loads are uniformly distributed across the phases.

New electrical service and panels are to be no more than 75% full to accommodate future growth (physical space and electrical ampacity).

Airport panel schedules are to be updated with a new panel schedule, including date and company information. Handwritten alterations are not acceptable.

The Tenant's electrical engineer shall provide panel schedules which include the following information:-Panel Name / Designation-Panel Supply Source-Panel Mounting Type-Panel Enclosure Rating-Panel Voltage, Phase, and # of Wires-Panel AIC Rating-Panel Type (MLO / MCB)-Panel Main Breaker Size and Rating Panel Calculations:-Panel Fault Current Calculation-Panel Branch Circuit Breaker Size and # of Poles-Panel Branch Circuit Wire Size (or circuit wire sizing chart)-Panel Circuit Descriptions / Circuit Names-Panel Load per Phase (KVA and / or AMPS)-Panel Load Calculations per NEC Demand Factors-Panel Total Connected Load Calculation (KVA and / or AMPS)-Panel Total Estimated Demand Load Calculation (KVA and / or AMPS)

The Airport Facilities Department will assist with escorting the Tenant's design team to locate specific areas of the Airport (i.e., Electrical Rooms). The Tenant is responsible for inventory of all existing electrical equipment.

The Airport will complete arc flash studies at the completion of Tenant projects. At time of project completion, the Tenant is to provide updated panel schedules to the Airport.

All Sub-panels are to be sub-metered and monitored through Metasys Building Automation System.

All panels, meters, equipment, motors, junction boxes, and disconnects are to be labeled with voltage, circuit numbers, panel designation and panel location per the Airport standard numbering guidelines.

The tenant is responsible for providing all emergency light fixtures within the tenant space. All emergency light fixtures to be equipped with an integral battery pack and charger.

All lighting to be 3500K unless otherwise approved by the Airport.

Ramp and Common Area lighting to be controlled by Metasys Building Automation System via Hubbell lighting contactors. The Tenant is to procure Johnson Controls to provide all connections to the Building Automation System.

Exposed conduit is not permitted in any areas visible to the public. Flexible conduit over 6' is not allowed. Exposed MC (metal clad) cable is not permitted in any areas, including electrical rooms.

The Tenant is to request a 30-day load-study from the Airport, Reference Section 4.2.2.

Emergency power receptacles are to be Red.

Tenant shall install all low voltage wiring and cabling in conduit colors as specified in the table below:

Blue	Tele/Data Cabling
Orange	Tenant Data Cabling
Red	Fire Alarm Cabling
Purple	Security Cabling
Black	Paging & Intercom Cabling
White	Normal Power
Green	Article 700 EPSS Emergency Power
Brown	Article 701 EPSS Emergency Power
Silver	Article 702 EPSS Emergency Power
Yellow	Medium Voltage Power

Maintain NEC-required minimum clearance at all times in front of all electrical panels, transformers, disconnect switches, etc as

specified by code. Doorways providing egress from and entry to spaces housing electrical equipment shall at no time be blocked to prevent access. Airport Facilities Maintenance shall notify Fire Marshall of any violations.

Wherever possible, the electrical feeder for rooftop electrical equipment is to remain on the inside of the equipment. Refer to Section 5.7 for any roof penetrations and equipment.

Refer to Section 5.4 for any penetrations in the concrete floor.

### 5.23 (27 20 00) Telecommunications

Refer to the most recent version of the CLT Communications Infrastructure Standards for Telecommunications guidelines.

Airport will provide a 2" orange EMT conduit with a pull-string from the new (first generation) Tenant space to the nearest IDF closet. In 2nd Generation (pre-existing) upfit projects, if this conduit is not existing, the Tenant is to provide this.

The Tenant can request Ethernet telephone or data services directly from the Local Exchange Carrier (LEC). The Airport will provide connectivity from the nearest POP to the Tenant space.

Except as specifically coordinated and approved during the Drawing Review process, the following items are not allowed:

The Tenant is not allowed to use the Airport's telecom rooms for their own equipment. The Tenant is not allowed to run their own backbone cables between two non-adjacent tenant spaces. The Airport can provide all telecom service connections between non-adjacent tenant services and external to the lease space, unless otherwise noted during the Design Review

process. The Tenant can also use the LEC for these connections.

The Airport provides free Wi-Fi service in all public areas. The Tenant can also provide their own Wi-Fi, as long as the signal is secured and hidden and contained between the boundaries of the Tenant's space. Any interference between Airport and Tenant Wi-Fi networks is to be corrected by the Tenant.

The Airport may in specific situations provide flight information displays in Tenant spaces. The use of third-party software for flight information displays in tenant spaces is not allowed. The flight information is to maintain the same visual consistency throughout the Airport per the Airport standards.

The Airport will provide the Tenant with (4) Cat5e cables, terminated with RJ45 Connectors. In 2nd Generation upfit projects, if this cable is not existing, the Tenant is to provide this cabling. The Tenant is to procure the Airport cabling vendor for this work.

The Airport will provide the Tenant with (1) 6 strand single-mode fiber optic cable terminated with LC duplex connector. In 2nd Generation upfit projects, if this cable is not existing, the Tenant is to provide this cabling. The Tenant is to procure the Airport cabling vendor for this work.

Airport will provide (1) Series-6 (RG-6) coaxial cable. In 2nd Generation upfit projects, if this cable is not existing, the Tenant is to provide this cabling. The Tenant is to procure the Airport cabling vendor for this work.

Airport provided cabling is intended to reach the rear 1/3 of first- generation Tenant spaces. The Tenant is to confirm this and coordinate with their layout.

## 5.24 (27 40 00) Cable & Satellite Television

Contact the Airport for cable or satellite TV service options.

Existing infrastructure originating in concessions for and run to roof-mounted satellite dishes may be reused following Airport approval, on a case-by-case basis. Any repair or upfit required to this infrastructure will be the responsibility of the Tenant, following design review and approval by the Airport. New infrastructure for roof-mounted satellite dishes in lease spaces without existing infrastructure is not allowed.

Any satellite dishes will be supported by a prefabricated galvanized non-penetrating ballasted rooftop sled, properly labeled to identify ownership.

All rooftop equipment is to be labeled with Tenant name, room number and date of installation for identification and warranty purposes.

## 5.25 (27 50 00) Public Address System

Music and paging systems are permitted with the Airport's approval. The volume of sound is to be controlled to limit the level to the tenant space and not disrupt adjacent spaces or public circulation.

Music in Tenant spaces is to be muted during life safety announcements. The Terminal paging system and the emergency messaging system is to be clearly heard without interference from tenant audio. The Tenant is to coordinate the audio controls with the Airport audio and paging system. While the tenant may utilize their own security system, the system must not have any audible alarms. Additionally, the

system may only trigger a call to the tenant's staff. No system shall contact any law enforcement agency automatically or via a third-party monitoring service.

## 5.26 (28 10 00) CCTV & Access Control

Each Tenant is responsible for securing their own premises for in-store security and loss prevention. The Tenant may have their own security system to secure the Tenant space.

Surveillance camera systems (CCTV) and other security systems are to be completely independent of the Airport's CCTV and access control systems. All tenants must seek approval through the Camera Governance Committee and Airport Security for CCTV systems and access control systems, respectively, at the time they submit a proposal within a drawing set.

The Airport will not provide the Tenant access to cameras that are part of the Airport's CCTV system.

The field of view of tenant's CCTV system to be limited to the tenant's premises.

The Airport Security will not monitor Tenant CCTV systems. However, the tenant must comply with all requests from the airport to view or turn over any footage from the tenant's CCTV system upon request."

The Airport has an existing alarm system with duress buttons located in specific critical locations. In specific situations the Tenant may request a connection to this alarm system.

Doors with electronic access control are to comply with the North Carolina State Building Code.

Any access control required by Airport security is to be part of the Airport access control system, including Airport camera views of doors.

The Airport retains the right to place cameras for sole Airport use to monitor access points.

## 5.27 (28 46 00) Fire Alarm

The Passenger Terminal Building has a fire alarm system on a dedicated fiber network, provided by Johnson Controls. The system uses distributed processing techniques for alarm reporting, central signaling and selection of audible signal circuits. This system is low voltage, electrically supervised, and multiplexed using addressable monitoring and control devices and smoke detectors. This voice evacuation system uses a combination of audible signal devices consisting of speakers and visual signal devices of strobe lights.

The Tenant is required to provide fire alarm detection and notification devices on any project in any space that does not currently have fire alarm per NFPA 72. Newly installed fire alarm detection and notification devices shall be tied back to the local existing CDIA fire alarm control panel. Tenant shall identify existing fire alarm control panel location and coordinate with the Airport to make the connection.

All notification and detection devices shall be ceiling mounted where possible.

If an existing fire alarm system is available and existing to remain at the time of construction, the Tenant is to connect any new devices to the existing system, and coordinate with the Airport to make the connection.

The Tenant's fire alarm system design is to be in accordance with NFPA 72 and the Airport design standards. Each tenant is responsible for the fire alarm system design within their own space. All fire alarm design to conform to ADA requirements and to be integrated with the existing Johnson Control System.

The Tenant is to verify existing system capacity and coordinate design criteria with Johnson Control prior to design of tenant's fire alarm system.



## SECTION 6 CONSTRUCTION GUIDELINES

- 6.1 Pre-Construction Meeting
- 6.2 General Construction Guidelines
- 6.3 Contractor Access and Badging
- 6.4 Key Systems
- 6.5 Contractor Staging and Deliveries

## 6.1 Pre-Construction Meeting

Once the Tenant has obtained a building permit, the Tenant will be required to complete a "Pre-Construction Packet", as provided by the CLT Project Management Team. The CLT Project Manager will then schedule an on-site pre-construction meeting with the Tenant, the Tenant's contractor and any major subcontractors.

Tenant is required to provide the following information at the Pre-Construction Meeting:

- The construction schedule including milestone inspection activities
- Site and Terminal access, security, and safety requirements, including FAA and TSA requirements
- Security point-of-contact
- Material deliveries and staging plan
- Trash removal and construction area cleanup strategies
- Construction noise, and indoor air quality mitigation strategies
- Allowable working hours and delivery hours
- Discuss Contractor parking zones
- Connections to, and modifications of critical Terminal systems, including fire protection sprinklers, fire alarm, and utilities
- Connections to, and modifications to the building structure
- Temporary Terminal life-safety requirements
- Code enforcement inspections as noted on the schedule
- Project meeting schedule

- Tenant shall record Meeting Minutes of the Pre-Construction Meeting and distribute to all parties.
- Project closeout and occupancy requirements, Refer to Section 7
- Provide AHJ approved permitted drawings (Stamped Drawings) to CLT project team
- Schedule Handoff Site-walk with CLT to accept the space in its current condition or as noted from the meeting in writing.

## 6.2 General Construction Guidelines

The Tenant and its contractors are to download and follow the Airport Construction Safety and Security Standards on the CLT Credentialing Website.

Tenant shall perform Handoff Site Walk with CLT Project Team. Any deficiencies or discrepancies identified during the Handoff Site Walk shall be identified by Tenant in writing to the CLT Project Team. CLT will be responsible for completing infrastructure in accordance with Section 8.4 Tenant space shall be accepted (in writing) prior to any work commencing inside the Tenant Space. Any deficiencies or discrepancies identified after the Tenant Acceptance Letter is issued, will be the responsibility of the Tenant.

Upon receipt of the Tenant Acceptance Letter, CLT shall issue a formal Notice To Proceed with construction activities.

Tenant's Contractor shall provide a Project Directory and Subcontractor/Supplier list.

The Contractor is to provide construction barrier walls per Section 5.2.

The Contractor is to provide indoor air quality management per Section 5.1.

Construction noise in the Passenger Terminal Building is not to exceed the level where a normal conversation can be heard. The Airport may restrict the hours of work if the work is disruptive to passengers and Airport operations, at no cost to the Airport.

The Airport is to have access to the construction site at all times. The Airport reserves the right to stop construction at any time if conditions are unsafe, disruptive to the Airport operations, or don't meet the approved Construction Documents.

The Tenant is to include the Airport Project Manager in all major correspondence and invite the Airport Project Manager to all recurring and major on-site meetings. The Tenant is to record meeting minutes of all meetings and provide these to the Airport Project Manager.

The Tenant is responsible for scheduling all required permitting inspections. Copies of the inspection reports are to be provided to the Airport Project Manager.

Tenant shall provide all approved submittals to CLT project management team. A copy of all approved submittals should be made available on site.

Contractors are to obtain a hot work permit from the control room for any work involving sparks or an open flame, including welding, brazing, cutting, grinding, soldering, or torch applied adhesion.

Any revisions to the approved plans (RTAP or Bulletins) shall be provided to CLT prior to installation of deviations from Approved Permitted Construction Documents.

CLT must be copied on all RFIs and associated responses.

Construction Logistics Impacts (work plan) are required 2 weeks prior to affecting any airport systems (i.e., scope of work, time frame, affected systems, etc.).

### 6.3 Contractor Access / Badging

The Tenant's contractors are to follow the requirements for Airport identification badges per the Airport Operations, Badging Office. Contractor must adhere to the latest revision of the Airport Security Standards found on the credentialing website.

All personnel requiring access to any Security Identification Display Area (SIDA) including the Airport Operations Area (AOA) and the Sterile Area, are either to have an Airport Identification Badge, or are to be escorted by an approved badge-holder. The Airport will determine on a case-by-case basis how many personnel are to have Airport Identification Badges. Please note, excessive escorting is not permitted. Please see the CLT Security Standards for escorting limitations.



All personnel that need to operate a vehicle inside the perimeter fence in the AOA are to obtain Driver Endorsement (DR) with their badge.

The application and approval process for Airport Identification Badges requires up to four weeks. The Tenant is to schedule this time into the project schedule.

The Tenant is responsible for all identification badge fees.

Contact the Credentialing Office with any access or badging questions. Refer to the Contacts in the Appendix of this document, or visit the Credentialing Office in Baggage Claim, Zone E.

Contractor will be responsible for all Subcontractor parties associated to the project and are responsible for ensuring compliance with the current Security Standards.

Temporary Construction Wall locations must be coordinated with CLT prior to erection. Temporary Construction Walls cannot be removed without prior approval from CLT Security Operations.

Amendments to the Airport Security Program require 60 days advanced notification for processing through CLT Security/TSA.

## 6.4 Key Systems

The Tenant is to follow the current Airport Key process which includes filling out the appropriate forms.

The person requesting keys is to be the authorized employee listed on the Key Duplication Form on file in the Airport Locksmith Shop.

The Key Forms are to be filled out and signed by the authorized signer before keys will be issued.

The Tenant is responsible for all keys that are issued to contractors and the areas in which the contractor has access.

The Tenant is to contact the Airport Project Manager and for any specific controlled access outside of their Tenant space.

## 6.5 Contractor Staging and Deliveries

The Tenant and the Tenant's contractors are to keep all areas outside of the Tenant space free of construction materials, tools, and debris at all times.

Construction equipment and all related project materials are to be kept behind construction walls or within the Tenant lease space. Construction and Tenant materials and tools are not to be stored in any public areas or Airport mechanical or electrical rooms. Tool inventory is required to be on-hand of personnel transporting tools and equipment to and from the temporary construction boundary.

All material deliveries, requiring ramp level access, are to be coordinated at least 24 hours in advance through Airport Operations. All deliveries to the Loading Dock are to be scheduled with the Loading Dock Manager. Refer to the Contacts in the Appendix of this document.

All tools and materials are to be delivered between 11:00pm and 5:00am.

All deliveries are to be less than 3,000 lbs. and delivered on non- motorized carts with rubber wheels.

Elevator 1, located by the Loading Dock, is not for construction materials or tools.

Contractors are to use their own dumpsters. No construction trash is to be disposed in the Airport compactors. All dumpsters must be covered at all times.

The Contractor is to submit, to the FAA, Form 7460 at least six weeks prior to using a crane or similar heavy equipment. Coordinate this through the Airport Project Manager.

Tenant's Contractor Team is required to follow guidelines outlined in the Ramp Safety Standards.

Contractors are to coordinate parking requirements with the Airport Project Manager.

Contractors are not to park on the ramp.

No parking will be allowed within the secured area without prior approval from the Airport.

## 6.6 Inspections

The Tenant is responsible for scheduling inspections with the Airport Project Manager at the following construction milestones:

1. Post Demo Inspection:
  - Purpose: To inspect the site after demolition work is completed.
  - Timing: After all demolition activities are finished.
  - Requirements: The site must be cleared of all debris and made safe for further construction.
  
2. Prior to Dry-In/Close-Up of Walls Inspection:
  - Purpose: To inspect the building's structural components before walls are closed up.
  - Timing: Before enclosing the walls.
  - Requirements: The building's structural elements, including framing, plumbing, electrical, and HVAC systems, must be accessible for inspection.

The Tenant shall notify the Airport Project Manager in writing of the desired inspection. The Tenant shall correct any deficiencies identified during the inspection promptly and notify the Airport Project Manager when the corrections are completed. The Airport Project Manager may conduct additional inspections as necessary to ensure compliance with building standards.





## SECTION 7 PROJECT CLOSE-OUT

- 7.1 Commissioning
- 7.2 Punch List
- 7.3 Certificate of Substantial Completion
- 7.4 Security Inspection
- 7.5 Lien Releases
- 7.6 Operations and Maintenance Manuals
- 7.7 As-built Submittals
- 7.8 Final Inspection
- 7.9 Warranties and Equipment

## 7.1 Commissioning

The Tenant is to provide a Commissioning Plan and a Closeout Report to the Airport.

The Tenant is to provide operational and service training for equipment that may impact Airport systems.

The Tenant is to provide the final HVAC air balance report to the Airport.

The Airport will complete arc flash studies at the completion of Tenant projects.

## 7.2 Punch List

Upon substantial completion, the Tenant is to schedule a punch-list inspection with the Airport Project Manager. This inspection is primarily intended to address the items addressed in this manual.

The Tenant is to repair or replace any adjacent Airport finishes that are damaged during construction. Any public facing Airport finishes are to match Airport specifications.

The Tenant is to clean any areas that may have been affected during construction, including electrical and mechanical rooms, the roof and common areas that were exposed to construction.

The Tenant is to provide a detailed budget including the costs of all Tenant improvements, furniture, fixtures, and equipment in accordance with contract terms.

## 7.3 Certificate of Substantial Completion

When the Tenant, the Tenant's designer, Code Enforcement, and the Airport project manager have inspected, and agree the work is substantially complete, the Tenant is to prepare a Certificate of Substantial Completion of the Work. This will initiate the warranty period. The Date of Beneficial Occupancy is synonymous with the Certificate of Substantial Completion.

The Certificate of Substantial Completion is to indicate the responsibilities of the Tenant, the Tenant's vendors, and the Airport, for security, maintenance, and insurance. The certificate is to list the outstanding punch-list items still to be completed.

The Certificate of Substantial Completion should indicate the date of substantial completion agreed by the Airport and the Tenant; however, this date does not alleviate any responsibility of the Tenant to complete all work per the approved Construction Documents.

## 7.4 Security Inspection

Prior to Tenant occupancy, the Airport will perform a security inspection of the space to confirm compliance with Airport Security and TSA requirements. Coordinate this with the Airport Project Manager. CLT Security, the TSA, and local and Federal Law Enforcement officers reserve the right to enter and inspect tenant spaces during construction at all times to ensure compliance with CLT Security Standards, Federal Regulations, and local and federal laws, respectively.

## 7.5 Lien Releases

The Tenant is to submit lien releases within 90 days after the Temporary Certificate of Occupancy has been granted, the Tenant is to forward to the Airport a notarized copy of lien releases by the general contractor for any contract exceeding \$2,500.

## 7.6 Operations and Maintenance Manuals

The Tenant is to provide the Airport with Operations and Maintenance Manuals for all Tenant finish materials, fixtures, equipment, or items that may be maintained, or become property of the Airport.

All Operations Manuals are to be electronic, in PDF format.

All Operations Manuals are to include the approved submittal data, and shop drawings. Submittal data is to include contact information for the product manufacturer and the installing contractor.

Files are to be properly labeled and organized in a logical manner.

## 7.7 As-Built Submittals

The Tenant is to provide the Airport with as-built drawings and specifications. Drawing files are to be submitted electronically in both PDF and AutoCAD DWG format as well as the file format in which they were produced if they were produced in BIM.

As-built documents are to include all of the drawings and specifications, including Architectural, Structural, Mechanical, Electrical, Plumbing, Telecom, Fixtures, Furnishings and Equipment.

## 7.8 Final Inspection

Upon completion of all punch-list items, the Tenant is to schedule a final inspection with the Airport Concessions Project Manager. Once the Airport and the Tenant agree that all punch-list items are complete, the Airport Concessions Project Manager and the Tenant are both to sign a completed copy of the punch-list.

After final completion and once the Tenant and the Airport are satisfied that all Operations and Maintenance Manuals, and As-Built Documents have been completed, and all other contract requirements have been met except for warranty and training, the Tenant will issue a Certificate of Final Acceptance.

## 7.9 Warranties of Work and Equipment

The Tenant and the Tenant's contractors are responsible for all warranties and workmanship of all materials, furnishings, fixtures, finishes, and equipment.

The Tenant is responsible for warranties for a period of at least one year after the date of substantial completion, or longer, as noted in the Construction Documents.

If repair or replacement is necessary, temporary equipment is to be provided by the Tenant without any cost to the Airport.





## SECTION 8

### APPENDIX

- 8.1 Terms and Definitions
- 8.2 Contacts
- 8.3 Airport Concession Design & Construction Timeline
- 8.4 Design Review Drawing Requirement Matrix
- 8.5 Design Review Process & Submittal Checklist
- 8.6 Provision Summary (In-Line Concessions)
- 8.7 Airport Concession Project Security Plan Requirements
- 8.8 Security Sweep Information



## 8.1 Terms & Definitions

**ADA:** Americans with Disabilities Act. Federal civil rights laws that ensure equal opportunity for people with disabilities.

**AHJ:** Authority Having Jurisdiction

**Airport:** Charlotte Douglas International Airport (CLT)

**AOA:** Aircraft Operations Area: This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, for use by aircraft, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures.

**Aviation Department:** Charlotte-Douglas International Airport, Department of the City of Charlotte

**CDM:** Concessions Design Manual, provides standards and guidelines for the design and construction of all concession Tenant projects.

**CFR:** Code of Federal Regulations

**CLT:** Charlotte Douglas International Airport

**Common Area:** Public space outside of Concessions Tenant leased premises designated by the Airport for general passenger use and designed and maintained by the Airport.

**Concessionaire:** Any Tenant (lessee) providing food, beverage, retail, or service concessions at CLT.

**Concourse:** The area of the Passenger Terminal Building consisting of gate hold-rooms, boarding areas and passenger circulation zones and amenities directly adjacent to and supporting these functions.

**DRC:** Design Review Committee

**e-Builder:** The Airport's construction program management solution that manages capital program cost, schedule, and documents. [www.e-builder.net](http://www.e-builder.net)

**Escort:** An individual, meeting security requirements, taking responsibility for another individual not meeting security requirements, while entering the AOA or Sterile Area of CLT.

**FAA:** Federal Aviation Administration

**Façade:** The main entrance and public-facing façade(s) of a concession Tenant's leased premises.

**Façade Frame:** The Airport designated and designed framed opening; used to create a defined and consistent standard for concession façades.

**In-Line Concession:** This lease outline is clearly defined by hard demising walls and a defined Façade.

**Freestanding Concession:** Individual, freestanding, self-contained concession unit that provides preparation, merchandise display, transaction space and/or storage. These Tenants are partially or completely open to the Common Area and not defined by a conventional enclosure. The walls in these concessions don't extend to the Airport ceiling.

**Lease Lines:** The line defining the extent (perimeter) of a Tenant's Leased Premise. This perimeter line is delineated by a Lease Outline Drawing (LOD).

**Lease Outline Drawing (LOD):** An exhibit used to graphically and dimensionally establish the extents of a leased area.

**MCCE:** Mecklenburg County Code Enforcement

**NCSBC:** North Carolina State Building Code

**Non-Secure Area:** Also referred to as 'Landside', it is the area of the Airport prior to the passenger screening checkpoint and does not require security clearance or an Airport badge.

**OSHA:** Occupational Safety and Health Administration

**Passenger Terminal Building:** The portion of the Airport complex consisting primarily of check-in areas, Baggage Claim facilities, gate hold rooms, boarding areas, passenger circulation zones and amenities supporting these functions.

**Security Identification Display Area (SIDA):** Any area identified in the CLT security program requiring each person to display a CLT-issued identification badge at all times. Access levels vary and are to be verified through Airport Operations.

**Signage Band:** The area above the concession Tenant's façade opening that is designated for the mounting of signage.

**Special Projects Team (SPT):** A division of Mecklenburg County Code Enforcement allocated to CLT construction projects.

**Sterile Area:** The portion of the Airport that provides passengers access to the aircraft. Access is generally controlled by the TSA, or the airlines.

**Temporary Concession:** A concession in place for up to 60 days.

**Tenant Modification Application (TMA):** Application for construction or revisions to any space by any Tenant at the Airport. Refer to the Design Review Process.

**Transportation Security Administration (TSA):** A division of the Department of Homeland Security charged with protecting United States transportation systems.

## 8.2 Contacts

<b><u>Concessions Contract Manager</u></b>	
Contact for conceptual discussions	
Name:	Erin Sanburg
Phone:	(704) 589-4576
Email:	Erin.Sanburg@cltairport.com

<b><u>Concessions Process Administrator</u></b>	
Contact for all design submittals	
Name:	Alyssa Chislett
Phone:	(980) 420-6182
Email:	Alyssa.Chislett@cltairport.com

<b><u>Business &amp; Revenue Project Manager</u></b>	
Contact for design review through construction	
Name:	Jon Obregon
Phone:	(980) 214-7608
Email:	Jon.Obregon@cltairport.com

<b><u>Terminal Logistics Manager</u></b>	
Contact to coordinate logistics at the curb for deliveries	
Name:	Gail Gillies
Phone:	(980) 214-6688
Email:	Gail.Gillies@cltairport.com

<b><u>Airport Locksmith</u></b>	
Contact to coordinate coring of all locks	
Name:	Chris Picerno
Phone:	(980) 721-4061
Email:	Chris.Picerno@cltairport.com

<b><u>Security Operations Construction Supervisor</u></b>	
Contact for: logistical questions, access requests, job site security, security sweep questions	
Name:	Aireyanna Kennedy
Phone:	(704) 840-3886
Email:	Aireyanna.Kennedy@cltairport.com

<b><u>Airport Operations</u></b>	
Security incidents—contact for security breaches/incidents	
Name:	
Phone:	(704) 359-4012
Email:	

<b><u>Mecklenburg County Code Enforcement</u></b>	
Contact to schedule preliminary plan reviews, permit plan reviews, understand MCCE submittal processes, etc.	
Name:	Cheryl Scott-Parker
Phone:	(980) 314-3106
Email:	Cheryl.Scott-Parker@mecklenburgcountync.gov
Link:	<a href="http://www.mecknc.gov/LUESA/CodeEnforcement">www.mecknc.gov/LUESA/CodeEnforcement</a>
Note:	CLT projects are reviewed and inspected by the Special Project Team

<b><u>Mecklenburg County Code Enforcement</u></b>	
Contact for plan review and inspections	
Name:	Amanda Keske
Phone:	(980) 314-3082
Email:	Amanda.Keske@mecklenburgcountync.gov
Address:	2145 Suttle Ave. Charlotte, NC 28208

### 8.3 Airport Concession Design and Construction Process Durations

Step	Action	Expected Duration
1	Tenant notifies CLT Concession Contract Manager to discuss concept	
2	Concession Management Team approves concept	
3	Tenant submits TMA request	
4	TMA Review Committee approves concept and initiates the Design Review process	1 week
5	Upon TMA approval, Concession Project Manager will outline proposed schedule with Tenant	
6	Concession PM may request a Pre-Concept meeting with the tenant and CLT Design Team	
7	<b>Tenant submits 30% design documents to CLT</b>	Within 2 weeks of TMA approval
8	CLT provides 30% submittal comments	1 week
9	Tenant responds to comments	1 week
10	CLT reviews response	1 week
11	<b>CLT approves 30%</b>	
12	<b>Tenant submits 60% design documents to CLT</b>	2-4 weeks
13	CLT provides 60% submittal comments	2 weeks
14	Tenant responds to comments	1 week
15	CLT reviews response	1 week
16	<b>CLT approves 60%</b>	
17	<b>Tenant submits 90% design documents to CLT</b>	2 weeks
18	CLT provides 90% submittal comments	1 week
19	Tenant responds to comments	1 week
20	CLT reviews response	1 week
21	<b>CLT approves 90%</b>	
22	<b>Tenant submits 100%, signed and sealed, construction documents to CLT</b>	2 weeks
23	CLT provides Design Review Committee Approval Letter	2 days
24	Tenant submits permit application, approval letter, and CLT-approved 100% drawings to Mecklenburg County Code Enforcement (MCCE) for plan review.	Allow 90 days for plan review
25	Pre-construction meeting	1-2 weeks prior to construction
26	Construction	

27	Punchlist walk-through	
28	Construction concludes	
29	Security Sweep	Prior to construction barrier removal
30	Concessionaire requests permission to open	
31	Concession opens	

Note: The estimated durations listed above do not account for time required for resubmittals or requests for additional information.

## 8.4 Design Review Drawing Submittal Requirement Matrix

<b>Index of Drawings</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Title Block, Project Name, Project Address	x	x	x	x
Drawing Set List	x	x	x	x
General Notes, Symbols, & Legends	x	x	x	x
Disciplines Listed	x	x	x	x
<b>General &amp; Foundation Structural Notes</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Foundation Plan		x	x	x
Ground Floor Slab Plan		x	x	x
Foundation Details		x	x	x
Pipe Cap Layout Details		x	x	x
Masonry Details		x	x	x
Foundation Schedules		x	x	x
Framing Floor Plan(s)		x	x	x
Roof Framing Plan(s)		x	x	x
Framing Schedules		x	x	x
Framing Elevations		x	x	x
Framing Sections		x	x	x
Standard Details		x	x	x
Miscellaneous Details		x	x	x
<b>Architectural</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Cover Sheet	x	x	x	x
Index of Drawings	x	x	x	x
Abbreviations & Notes		x	x	x
Legends & Schedules		x	x	x
Life Safety Plan		x	x	x
Building Code Analysis		x	x	x
Floor Plan(s)		x	x	x
Reflected Ceiling Plan(s)		x	x	x
Building Cross Sections			x	x
Wall Sections			x	x

Partition Types		x	x	x
Details			x	x
Door Schedule		x	x	x
Finish Schedule, Legend, & Notes		x	x	x
Furniture & Equipment Layout & Schedule		x	x	x
<b>Mechanical</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Abbreviations & Notes		x	x	x
Legends & Schedules		x	x	x
Building Code Analysis			x	x
Ductwork Floor Plan(s)		x	x	x
Piping Floor Plan(s)		x	x	x
Sections			x	x
Details			x	x
Schedules		x	x	x
Controls			x	x
Piping Diagrams			x	x
Calculations			x	x
<b>Plumbing</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Abbreviations & Notes		x	x	x
Legends & Schedules		x	x	x
Domestic Water Floor Plan(s)		x	x	x
Sanitary Floor Plan(s)		x	x	x
Details			x	x
Schedules		x	x	x
Riser/Isometric Diagrams		x	x	x
<b>Electrical</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Abbreviations & Notes		x	x	x
Legends & Schedules		x	x	x
Building Code Analysis			x	x
Lighting Floor Plan(s)		x	x	x
Lighting Fixture Schedule		x	x	x
Power Floor Plan(s)		x	x	x

Power Riser Diagrams	x	x	x	x
Panel Schedules		x	x	x
Details			x	x
<b>Fire Protection / Fire Alarm</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>
Abbreviations & Notes		x	x	x
Building Code Analysis			x	x
Legends & Schedules		x	x	x
Fire Alarm Floor Plan(s)		x	x	x
Fire Protection Floor Plan(s)		x	x	x
Fire Alarm Riser Diagram	x	x	x	x
Details			x	x



## 8.5 Provision Summary

Below is a list of provisions generally provided by the Airport (A) and what is typically required by the Tenant/Concessionaire (T). Conditions may vary and specific provisions for each project will be confirmed by the Airport Project Manager. The Tenant is to verify all existing conditions of their space prior to design. The Tenant is also to carefully review Section 4 for technical requirements.

<b>PROVISION RESPONSIBILITY MATRIX</b>			<b>(A) = Airport (T) = Tenant</b>
<b>Provision</b>	<b>Construction</b>		<b>Notes</b>
	<b>New</b>	<b>Existing</b>	
Flooring	T	T	
Floor Waterproof Membrane	T	T	
Flooring Transition Strip	T	T	
Demising Wall	A	T	1-hour fire resistance rated, insulated and fire-taped
Temporary Construction Wall	A	T	
Temporary Construction Wall Door Hardware/Locks	T	T	
Temporary Construction Wall Surface Mat	T	T	
Temporary Construction Wall Graphics	T	T	Temporary Construction Graphics
Overhead / Security Grill Door	T	T	
Entryway Soffit	A	T	
Flag Sign Frame & Mount	A	T	
Façade Frame & Boundary	A	T	
Floor Slab Depression	A	T	Refer to Section 5.4
Slab Infill	T	T	
HVAC	A	T	Refer to Section 5.19
Exhaust Fans	T	T	Airport will provide adequate space to accommodate make-up air units and exhaust fans.
VAV Boxes	A	T	
Chilled Water for HVAC (VAV supply)	A	T	
Chilled Water for Refrigeration (Water-cooled condensers)	A	A	Split systems are prohibited

Domestic Water Line	A	T	
Isolation Valve for Domestic Water	A	T	
Hot Water Line	T	T	
4" Sanitary Sewer Line to LOD	A	T	
4" Grease-Laden Main Piping	A	T	Existing above grade grease interceptor units may be subject to relocation. Coordinate with Airport Facilities staff for connection to existing grease-laden main piping, if available.
Natural Gas	A	T	Natural Gas trunk lines will be made available within 300 ft of concessions LOD. Trunk lines will have valves and caps for access points.
Exhaust/Ventilation of natural gas	T	T	
Cooking Oil Collection Lines	T	T	This is specific food service equipment provided and maintained by the Tenant.
CO2 Lines	T	T	
Add'l Floor Penetrations, Conduits, & Drains	T	T	
Sprinklers	A	T	Tenant connections to the main sprinkler line are to be disconnected with a single shutoff valve without disconnecting the remainder of the sprinkler system.
Connections to BAS	T	T	Tenant is to procure an Airport-approved contractor.
3" Electrical Conduit with Pull String	A	T	
300 Amp Capacity in Distribution Panel	A	T	Confirm this; specify voltage and phase
Circuit Breaker in Electrical Distribution Panel	T	T	
Electrical Panel & Transformers	T	T	
Electrical Conductors	T	T	

## 8.6 Airport Concessions Projects Security Plan Requirements

**Purpose:** The Concessions Design Standards call for a security plan to be included with the 60% submittal of any proposed project. To ensure each project is compliant with CLT and TSA security regulations, the following information should be submitted to the design review committee no later than the 60% submittal.

During the 60% submittal review (or sooner, based on when the information is provided), CLT Security will review the submitted information and inform the tenant of what information needs to be included in the following submittal(s).

### **Information Required from Tenant:**

Badging:

- Will all staff be badged for this project?
- If applicable, how long will non-badged persons be escorted for during this project? Reminder: Non-badged personnel should not be escorted for a period exceeding (3) weeks without starting the badging process.
- Please list all areas the badged personnel will need to access and how they intend to access the work location.

Are temporary walls planned for this project?

- Yes: Refer to the most recent edition of the Concessions Design Standards for temporary wall/barricade minimum requirements and guidelines. Please indicate where in the drawings all specs for the temporary wall can be located.
- No: What form of security is planned to protect the space during construction? Please be as specific as possible regarding the means in which the job site will be secured. Example: The existing roll-down gate with airport accountable key control remaining in place during a refresh would be acceptable in most circumstances.

Does this project incorporate any automated access control systems outside of lock & key security?

- Yes: Indicate precise locations where access control devices are desired. Be sure to indicate if this is a request to add onto the airport's access control system, or if this is an independent system intended only for use/control by the tenant.
- No: No need for further information.
- NOTE: Please ensure lock & key specifications (if applicable) are listed in accordance with the latest standard published in the Concessions Design Standards.

Cameras:

- Does this project intend to install an independent camera system managed by the tenant?
  - Yes: Currently, the requirement is to advise CLT Security that a system will be installed. No further details required.
  - No: No further details required.
- Does the tenant wish to have cameras installed on CLT's camera system (special circumstances only)
  - Yes: Must consult with CLT Security prior to submitting responses to this document.
  - No: No further details required.

#### Security Systems:

- CLT must be informed of any tenant installed/operated security system (i.e motion detectors). Please list the specific functions of any system proposed.

#### Tool Control:

- How will tools & other prohibited items necessary for construction be controlled for this project?
  - Example: "Tools will be stored in a locked job box behind the temporary wall. Only badged workers or those under escort will be permitted to use tools in the space behind the temporary wall. Tools will never be taken outside of the temporary wall unless stored in a locked job box while being transported into or out of the job site. Each job box will have a list of tools stored within and a sign out/in sheet for each tool being used at any given time."
  - Please refer to the CLT Security Standards (Section 7.3.1) for the requirements to use tools/prohibited items in the restricted areas of the airport.
  - Be as specific as possible with the provisions in which tools will be accounted for in this section.
  - All storage locations must be listed.

#### Access to the Site:

- Who will have the keys/access to the work site?
- What are the general proposed hours of the work to be performed?
- (When a contract is awarded) CLT Security must be given a list of 24/7 contact information for individuals with authority over the project site and the personnel working on the job.

#### Adjacent Tenant Space Implications:

- In some tenant locations, there are access doors that lead into an adjacent tenant space. Please spell out how the construction space will be completely free from unauthorized individuals during the construction phase.

## 8.7 Security Sweep Information

Concession Project Manager assigned to the project must be notified 2 weeks in advance that the concept is going to be ready for the sweep (see contact list).

Concessionaire should officially request sweep with Concession PM at least one week in advance.

Concession PM will assess whether or not the concept is ready for the sweep based on the project status and schedule.

Sweeps take place Wednesdays from 9am-12pm unless special permission is granted by CLT Security Operations in conjunction with CMPD K9.

Reminders:

- All prohibited items must be removed before this sweep – this includes all tools, hardware not affixed to a permanent fixture, and work equipment. The discovery of prohibited items during the sweep will result in a failed sweep, which will create an additional sweep requirement.  
NOTE: CLT will not reschedule the additional sweep for a minimum of (2) weeks if a concept fails a security sweep.
- Merchandise and consumables cannot be stocked or stored pre-sweep. Once the concept passes the security sweep, merchandise and consumables may be brought in/stocked. There can be no food (whether merchandise or for personal consumption) in the space in any fashion before the sweep takes place (this will interfere with the dog's ability to perform properly). Food present will result in a failed sweep and we will not be able to move forward that day.
- Nobody can be present in the space during the sweep except Airport Security and CMPD. All others must wait until the sweep is completed. The sweep will likely take about a half hour per space.
- If there are no issues discovered during the sweep, the area is considered re-sterilized. This status will only be communicated by CLT Security Operations. No other party can make this determination. This means that the area is treated the same as any passenger facing area post-security, **regardless of the temporary wall being up or down**. This means:
  - No unattended tools at any time.
  - Any tools used must be within arm's reach at all times and attended to. All tool accountability rules apply (See the CLT Security Standards for current requirements).
  - No tool storage containers in the space – these must be removed before the sweep or coordinated with the project manager to be relocated.
  - All standard escorting rules apply (regardless of the sweep status) – there are no exceptions to this policy whether or not a temporary wall is in place.

Wording Tenant must post if construction wall remains up after security sweep (NOTE: This sign is **not** to be displayed on any passenger facing area (i.e the construction wall or temporary door). This is to be displayed within the walled-off space only, but must be clearly visible to all who enter the space:

# **THIS IS A STERILE AREA!**

**This area has been re-sterilized and is to be treated the same as any other area that passengers have access to after TSA screening.**

- **No storage of tools, loose hardware, or any other prohibited items is permitted at any time in this space. You must coordinate with the owner's representative if you need to store tools or loose items.**
- **There can be no unattended items left in this space. Violator's items will be confiscated and may be subject to citation. This includes:**
  - **Boxes (except those with pre-screened merchandise for store use)**
  - **Bags**
  - **Lunch Boxes**
  - **Storage Containers**
  - **Suitcases**
  - **All other personal items**
- **You must be badged or under escort in this space at all times.**
- **Badge display is required 100% of the time.**
- **The construction access door must be closed and secured at all times, unless you are actively entering or exiting the space.**

END OF DOCUMENT

**EXHIBIT E**  
**AIRLINE AFFAIRS BROCHURE**





Opportunity. Arriving Soon.



Charlotte

Gate Open









# CHARLOTTE



## Why CLT is the next destination for your airline.

Charlotte Douglas International Airport is in the perfect position to help your airline reach its fullest potential. CLT operates as a streamlined and efficient business with a focus on the customer experience for our passengers and airline partners. We also serve as a critical gateway to the vibrant region we're located in. These factors all come together to create a unique opportunity for any airline joining the CLT family. With our renovations currently underway, we can only go up from here.



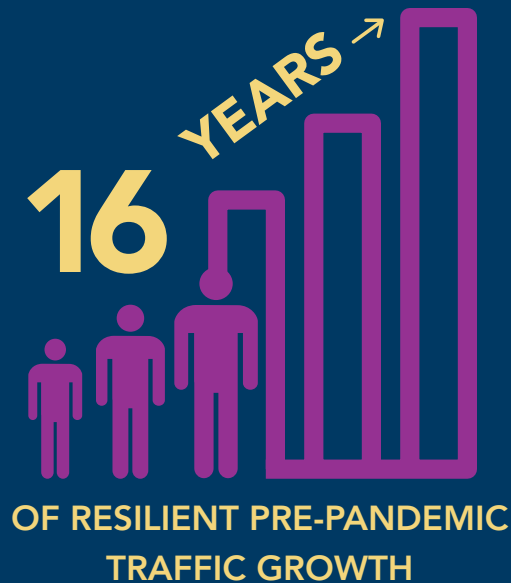
# Opportunity for your business.

The key to CLT's success is that we operate the airport like the business it is, creating benchmarks that we need to meet in order to set our airlines up for success. For example, CLT has retained top-tier financial metrics while preserving COVID grant capacity. We take great pride in our self-sustaining business model that allows CLT to make more competitive and compelling offers to airlines. CLT is on a mission to be the preferred airport and airline hub by providing the highest quality product for the lowest possible cost. Our process and commitment have boosted the bottom line for our partners and resulted in our airport boasting the lowest cost per enplanement in the country.

In addition, CLT maintains a strong credit rating by all three major U.S. ratings agencies—Moody's Investors Service, Standard & Poor's Global Ratings and Fitch Ratings. We are honored by this high distinction and it's proof we're on the right trajectory of continued growth for the airport and our valued partners.



LOWEST LARGE-HUB  
AIRPORT CPE



40%

NET REMAINING  
TERMINAL COMPLETE  
REVENUE SHARING FOR  
SIGNATORY AIRLINES



ORIGIN AND DESTINATION  
PASSENGER RECOVERY  
POST-PANDEMIC

# Charlotte Douglas International Airport

## Airline Rates and Charges

### Fiscal Year 2024 Budget

#### Airline Rates and Charges Summary

	Signatory Budget FY 2024	Non-Sig Budget FY 2024
<b>Landing Fees:</b>		
<b>Landing Fee</b>	\$1.62	\$1.62
<b>Terminal Rates &amp; Fees:</b>		
Preferential/Exclusive Use Rate (per square foot)	\$61.18	\$61.18
Common Use Gate/Holdroom Fee (per Seat Delivered)	\$1.00	\$1.42
Common Use Ticket Counter Fee (per Hour Used)	\$14.51	\$14.51
City-Owned Loading Bridge Fee (per Bridge)	\$50,680	NA <sup>1</sup>
CBP Fee (per Intl. Deplaned Passenger Processed)	\$7.54	\$7.54
Inline Baggage System Fee (per Originating Bag)	\$1.01	\$1.01

<sup>1</sup> Included in Common use Gate/Holdroom Fee (per Seat Delivered)

ANNUAL ONBOARD PASSENGERS



46.1 MILLION



< HOURS >

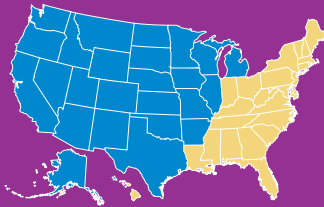


< HOURS >



60%

U.S. POPULATION



CLT

6.9 MILLION



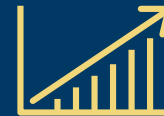
21<sup>st</sup>

LARGEST ECONOMY IN THE U.S.

CSA



15.3%



5-YEAR GROWTH

FASTEST GROWING COMBINED STATISTICAL AREA

## Opportunity for your customers.

Your customers in the Charlotte region want convenience when it comes to travel. That's exactly what they will find at CLT. Though we're one of the largest hub airports in the country, we offer your customers a seamless path to and from their gate. Passengers don't need to board a train or shuttle to get to where they're going—everything is located under one roof. Plus, the close proximity to Uptown Charlotte only adds to what makes CLT so special. The airport is more than able to service the high volume of travelers in and around the region with all the technology and conveniences of a megahub, yet with a personal touch unique to Charlotte.

All data as of 2022

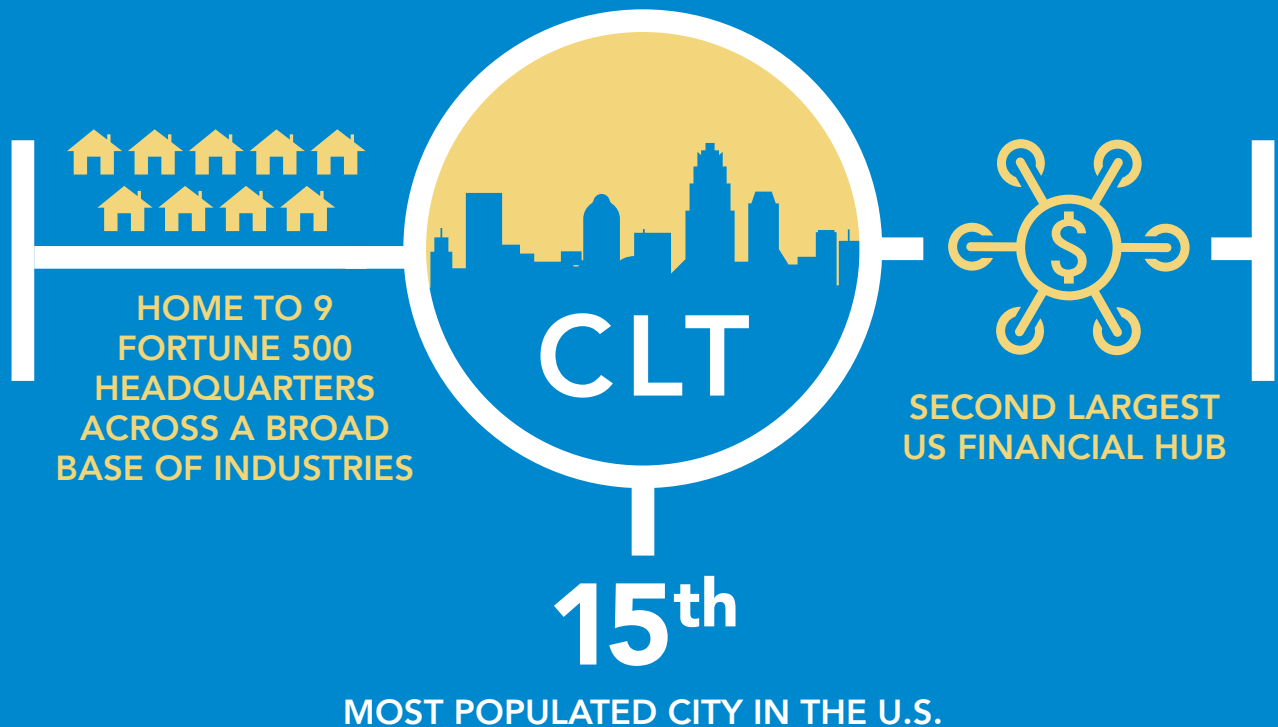
# In 2021, Charlotte Attracted



**9,000  
NEW JOBS**



**OVER  
\$3.2B  
IN INVESTMENTS**



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CLT is the only Large Hub airport in the Carolinas as classified by the FAA as of Aug 2022.





# 8/10

PASSENGERS HIGHLY SATISFIED  
WITH OVERALL CLT EXPERIENCE



# 9/10

PASSENGERS PLEASED WITH  
CLT CHECK-IN EXPERIENCE  
AND TERMINAL FACILITIES

Source: PMI Passenger Survey, 2022







## CLT is itself a destination.

To make our airport stand out from others in the country we've brought in some local flavor unique to the Charlotte region. Using art, technology and customer engagement programs, we've made it a priority to elevate the airport experience. That way if your customers are returning from a long trip away, it's a nice welcome home. For departing passengers, it's a "See you soon," and if it's just a quick layover, they can say they had a taste of Charlotte hospitality.



# Airport renovations today create a gateway to even happier travelers tomorrow.

We're currently undergoing a \$3.1 billion capital investment program to renovate the concourses and expand airport runways, the airfield and terminal. CLT's capital improvement plan is focused on increasing capacity affordably while preserving efficiency - the proven CLT formula for four decades. CLT's balanced funding plan and strategic use of Bipartisan Infrastructure Law (BIL)/ other federal grants minimizes new debt and keeps airline costs low. All of our current partners are genuinely excited about all the opportunity awaiting our expanded growth and capabilities. The sky is truly the limit.







# Safe and efficient ground operations are essential to airline operations.

There are many ground handling companies serving CLT's airlines both above and below wing.

**AIR GENERAL**

**FALCON AIRPORT SERVICES**

**G2 SECURE STAFF**

**DNATA**

**ISS**

**JET LOGISTICS**

**JETSTREAM GROUND SERVICES**

**MENZIES**

**PRIMEFLIGHT AVIATION SERVICES**

**PROSPECT AIRPORT SERVICES**

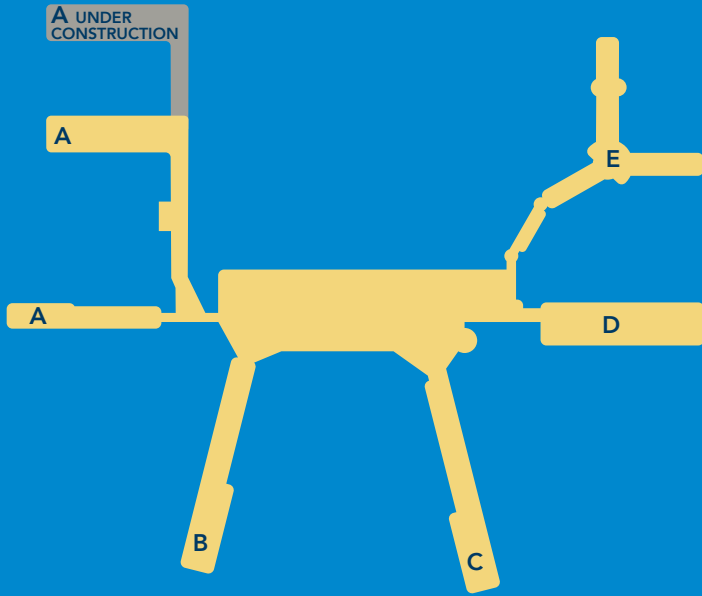
**STS LINE MAINTENANCE**

**UNIFI**

**AND MANY MORE...**



# CLT Terminal



115

GATES

10

CITY OWNED  
COMMON USE GATES

22

COMMON USE  
TICKET COUNTERS

## AIR CARRIERS CURRENTLY SERVING CLT



FBO MANAGED BY WILSON AIR CENTER

## TOP 5 DOMESTIC DESTINATIONS BY ENPLANEMENT

- 1) ORLANDO (MCO)
- 2) DALLAS/FORT WORTH (DFW)
- 3) BOSTON (BOS)
- 4) NEW YORK CITY (LGA)
- 5) CHICAGO (ORD)

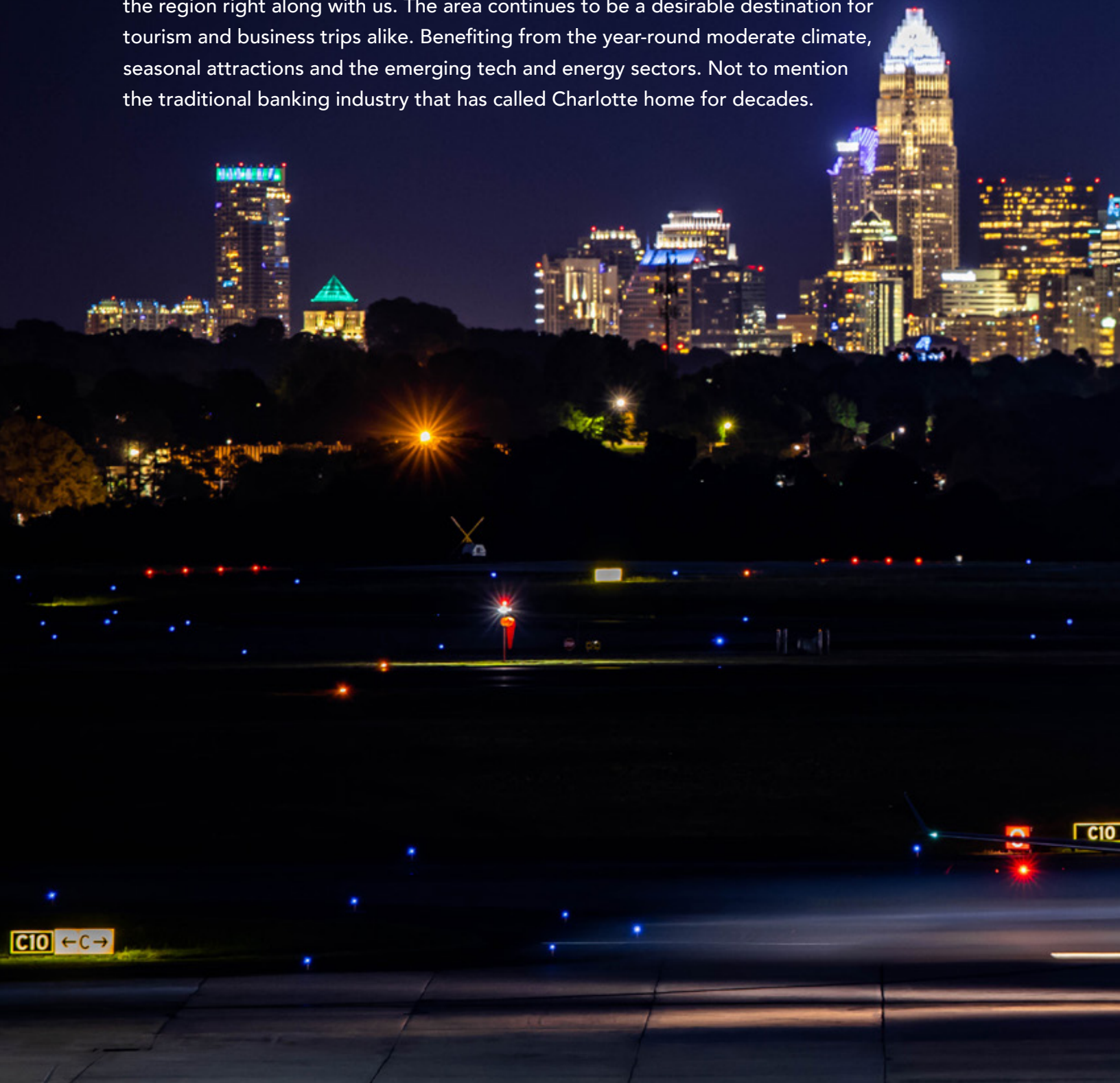
## TOP 5 INTERNATIONAL DESTINATIONS BY ENPLANEMENT

- 1) CANCUN, MEXICO (CUN)
- 2) MONTEGO BAY, JAMAICA (MBJ)
- 3) LONDON, ENGLAND (LHR)
- 4) TORONTO, CANADA (YYZ)
- 5) PUNTA CANA, DOMINICAN REPUBLIC (PUJ)



# Charlotte delivers a regional opportunity for work and play.

CLT supports and is also supported by a strong and thriving region. It's a symbiotic relationship that's proven to be a recipe for success for all. As we've grown so has the region right along with us. The area continues to be a desirable destination for tourism and business trips alike. Benefiting from the year-round moderate climate, seasonal attractions and the emerging tech and energy sectors. Not to mention the traditional banking industry that has called Charlotte home for decades.





## CLT is just 7 miles

from Charlotte's Central  
Business District

## Area attractions include:

- NASCAR Hall of Fame
- U.S. National Whitewater Center
- Charlotte Hornets
- Carolina Panthers
- Charlotte FC
- Charlotte Motor Speedway
- Carowinds Amusement Park

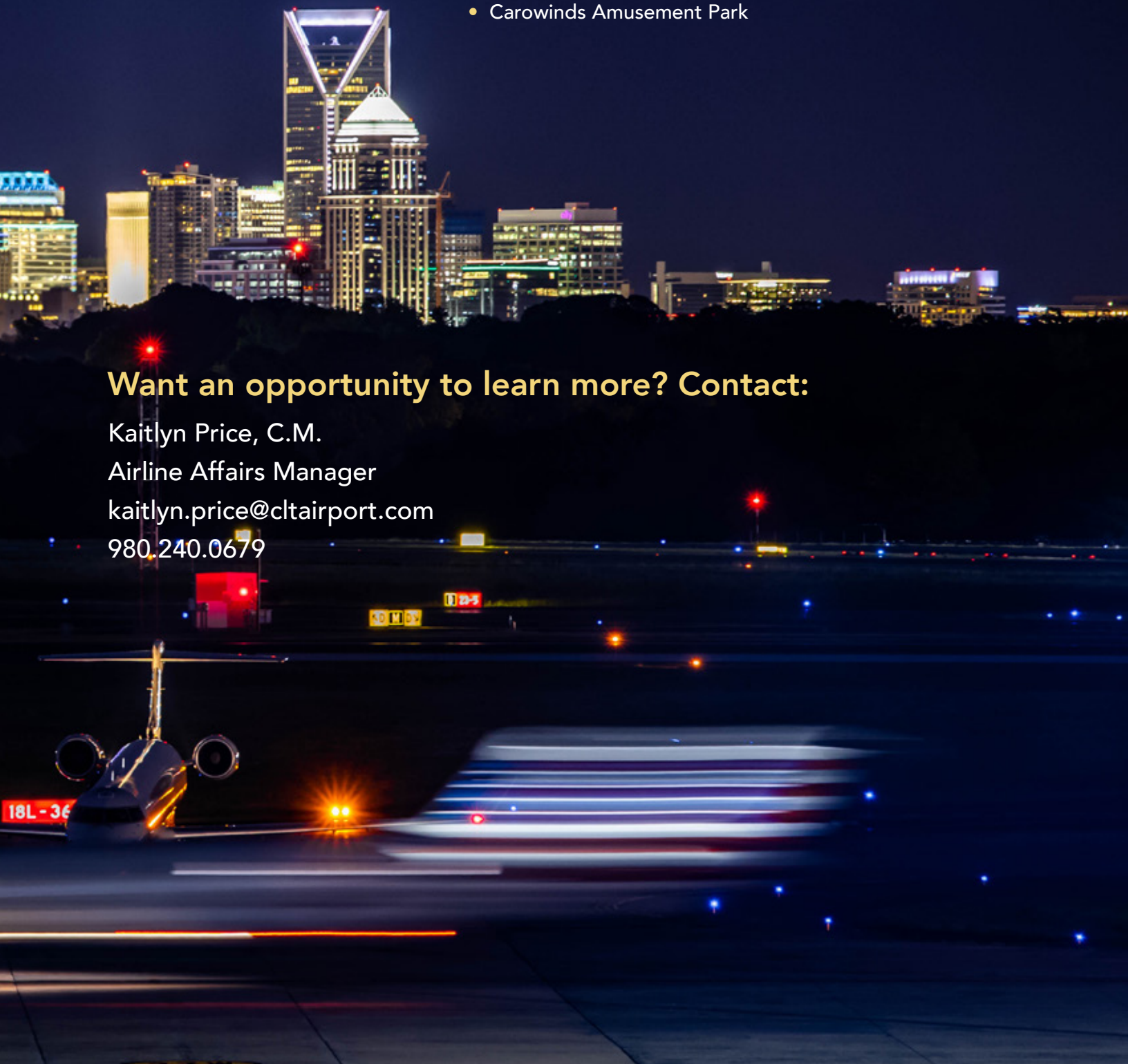
## Want an opportunity to learn more? Contact:

Kaitlyn Price, C.M.

Airline Affairs Manager

[kaitlyn.price@cltairport.com](mailto:kaitlyn.price@cltairport.com)

980.240.0679



# CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT STRATEGIC PRINCIPLES

## SAFETY AND SECURITY

Establish a strong safety and security culture that protects people and property.

## EMPLOYEE SUCCESS

Promote a diverse and inclusive workplace that values authenticity, belonging, and teamwork.

## CUSTOMER EXPERIENCE

Deliver a superior travel experience anchored by innovation and creative solutions.

## STRATEGIC GROWTH

Maintain global competitiveness through demand driven, economically conscious development.

## POSITIVE PARTNERSHIPS

Safeguard business and community relationships by practicing integrity, transparency, and fiscal responsibility.

## ASSET PRESERVATION

Minimize service disruptions and improve reliability through proactive strategies.

