

CITY OF CHARLOTTE

CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT TENANT IMPROVEMENT AGREEMENT WITH  
UNITED PARCEL SERVICE, INC.

This Reimbursement Agreement ("Agreement") made and entered into this 4<sup>th</sup> day of September, 2018 by and between the City of Charlotte ("City"), a North Carolina municipal corporation, and UNITED PARCEL SERVICE, INC., a corporation organized and existing under the laws of the State of Ohio and authorized to do business in the State of North Carolina ("Tenant").

**WITNESSETH:**

**WHEREAS**, the City is the owner and operator of Charlotte Douglas International Airport ("Airport");

**WHEREAS**, the Tenant leases space at the Airport to conduct its business;

**WHEREAS**, the Tenant requested improvements to be made to its leased premises at the Airport for the Tenant's exclusive use, which improvements shall be funded by the Tenant through a reimbursement agreement with the City;

**WHEREAS**, the City completed design of the improvements at a cost of \$83,187.00, which costs shall be reimbursed pursuant to the Airport Tenant Improvement Agreement between the City and Tenant dated May 18, 2018;

**WHEREAS**, the City and Tenant desire to enter into a reimbursement agreement for the construction of the improvements in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of mutual covenants, conditions and agreements contained herein, City and Tenant agree as follows:

**AGREEMENT:**

1. **Scope of Work.** The scope of work for the improvements and locational map covered by this Agreement are outlined in **Exhibit A**.
2. **Term.** Effective until such time as the improvements are completed and full payment is received by the City.
3. **Payment.** (a) Tenant shall reimburse the City for the actual cost for the construction fee for the ramp improvements. The itemized list of estimated costs of \$847,981.60 is set forth in **Exhibit B**. The estimated cost shall be due upon receipt of invoice from City. Upon construction completion any additional costs shall be owed by the Tenant to the City. Where the actual cost of construction is less than the estimate, the remaining balance will act as a credit towards rent or will be refunded. (b) Payment for the cost of the improvements shall be in one lump sum upon demand at the end of the project.
4. **Title.** All improvements are and will remain the property of the Airport. Tenant shall obtain use of the improvements through a separate lease between the Tenant and the City which shall outline

Tenant's obligations and rights as it relates to access to, use of and operation and maintenance of the improvement.

5. **Work by Third Parties.** Where the improvements are completed by a third party, the City does not warranty or guarantee the work. Any warranty or guarantee supplied by the contractor will be made available to UNITED PARCEL SERVICE, INC.
6. **Amendment.** This Agreement may only be modified or amended by a written instrument executed by City and Tenant.
7. **Assignment.** Assignment or transfer of this agreement is prohibited without the prior written consent of the Aviation Director.
8. **NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.** Tenant 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 Agreement. In signing this Agreement, Tenant further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Teant appearing on The Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Agreement.
9. **Federal Requirements.** The Tenant shall comply with the Federal Requirements set forth in **Exhibit C**.
10. **Entire Agreement.** This document represents the entire Agreement between the parties and will not be modified or cancelled by mutual agreement or in any manner except by written instrument, executed by the parties or their respective successors in interest.
11. **Choice of Law.** This Agreement will be interpreted under and governed by the Law of the State of North Carolina.
12. **Notice.** Whenever required by the terms of this Agreement, notice shall be in writing and shall be sent by certified mail, postage prepaid.

The address of the City shall be:

Attn: Commercial Services and Property Manager  
Charlotte Douglas International Airport  
5601 Wilkinson Blvd  
Charlotte, NC 28208

The address of the Tenant shall be:

United Parcel Service, Inc.  
Attn: Airport Properties-Jeff Matz  
1400 N. Hurstbourne Pkwy  
Louisville, KY 40223

[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**THE CITY OF CHARLOTTE**

By: \_\_\_\_\_

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

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

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

**UNITED PARCEL SERVICE, INC.**

By: RJ Albertsen

Name: Ron Albertsen

Title: Vice President

Date: August 31, 2018







PROJECT QUANTITIES  
 UPS NORTH PARKING LOT - USING "TAXIWAY A REHABILITATION" BID PRICES  
 CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT  
 TBE PROJECT NO. 2204-1803

8/23/2018

Exhibit B Reimbursement Agreement

Line Item	Section #	Description	Change Order Qty	Unit	Unit Price	Amount	UPS QUANTITY	UPS TOTAL	CLT QUANTITY	CLT TOTAL
1	P-150	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	0	\$ -
2	RPS	REMOVAL OF MISCELLANEOUS CONCRETE	75	SY	\$ 20.00	\$ 1,500.00	75	\$ 1,500.00	0	\$ -
3	RPS	REMOVAL OF DROP INLET	7	EA	\$ 500.00	\$ 3,500.00	7	\$ 3,500.00	0	\$ -
4	RPS	REMOVAL OF DRAINAGE PIPE	350	LF	\$ 15.00	\$ 5,250.00	350	\$ 5,250.00	0	\$ -
6	P-101	REMOVAL OF ASPHALT PAVEMENT	7,500	SY	\$ 11.40	\$ 85,500.00	7,500	\$ 85,500.00	0	\$ -
14	P-152	UNSUITABLE EXCAVATION	1,000	CY	\$ 50.00	\$ 50,000.00	1,000	\$ 50,000.00	0	\$ -
15	P-153	CONTROLLED LOW-STRENGTH MATERIAL	5	CY	\$ 175.00	\$ 875.00	5	\$ 875.00	0	\$ -
17	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
18	P-156	TEMPORARY 8" DIAMETER COMPOST FILTER SOCK	50	LF	\$ 6.00	\$ 300.00	50	\$ 300.00	0	\$ -
21	P-156	TEMPORARY EXCELSIOR MATTING	500	SY	\$ 2.00	\$ 1,000.00	500	\$ 1,000.00	0	\$ -
22	P-156	TEMPORARY ROCK CHECK DAM	3	EA	\$ 1,500.00	\$ 4,500.00	3	\$ 4,500.00	0	\$ -
24	P-209	CRUSHED AGGREGATE BASE COURSE	1,300	CY	\$ 35.00	\$ 45,500.00	1,300	\$ 45,500.00	0	\$ -
26	P-400	BITUMINOUS SURFACE COURSE, TYPE S-9.5C	10	TN	\$ 125.00	\$ 1,250.00	10	\$ 1,250.00	0	\$ -
27	P-400	BITUMINOUS INTERMEDIATE COURSE, TYPE I-19.0D	20	TN	\$ 125.00	\$ 2,500.00	20	\$ 2,500.00	0	\$ -
31	P-501	18" PORTLAND CEMENT CONCRETE PAVEMENT, REINFORCED	40	SY	\$ 120.00	\$ 4,800.00	40	\$ 4,800.00	0	\$ -
32	P-602	BITUMINOUS PRIME COAT	40	GAL	\$ 3.00	\$ 120.00	40	\$ 120.00	0	\$ -
33	P-603	BITUMINOUS TACK COAT	15	GAL	\$ 3.00	\$ 45.00	15	\$ 45.00	0	\$ -
35	P-620	AIRFIELD PAVEMENT MARKING (NON-REFLECTORIZED WHITE)	350	SF	\$ 3.50	\$ 1,225.00	350	\$ 1,225.00	0	\$ -
47	T-901	TEMPORARY SEEDING (MULCHED)	1	AC	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	0	\$ -
48	T-901	PERMANENT SEEDING (MULCHED)	1	AC	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00	0	\$ -
50	SPEC.	FLAGGER / GATE GUARD	600	HR	\$ 30.00	\$ 18,000.00	600	\$ 18,000.00	0	\$ -
56	L-110	2" SCH. 40 PVC CONDUIT, DEB, Incl. TRENCH & BACKFILL	200	LF	\$ 15.75	\$ 3,150.00	200	\$ 3,150.00	0	\$ -
1		Relocate Fire Hydrant & Gate Valve (inc. tapping sleeve, concrete pad, bollards, etc)	1	LS	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	0	\$ -
2		RELOCATE LIGHT POLE	2	EA	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00	0	\$ -
3		Remove and Relocate Light Pole	3	EA	\$ 3,000.00	\$ 9,000.00	3	\$ 9,000.00	0	\$ -
4		Remove Curb and Gutter	425	LF	\$ 5.80	\$ 2,465.00	425	\$ 2,465.00	0	\$ -
5	P-152	Embankment In Place	900	CY	\$ 29.00	\$ 26,100.00	900	\$ 26,100.00	0	\$ -
6	P-156	Temporary Siltsack	3	EA	\$ 500.00	\$ 1,500.00	3	\$ 1,500.00	0	\$ -
7	RCC	8" Roller Compacted Concrete	7400	SY	\$ 51.00	\$ 377,400.00	7,400	\$ 377,400.00	0	\$ -
8	D-701	15" Reinforced Concrete Pipe, Class III	221	LF	\$ 120.00	\$ 26,520.00	221	\$ 26,520.00	0	\$ -
9	D-751	Catch Basin, H20 rated	1	EA	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
10	D-751	Drop Inlet, H20 rated	1	EA	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	0	\$ -
11	D-751	Adjust Manhole Rim	1	EA	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	0	\$ -
12	D-751	Twin 36" Headwall	1	EA	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00	0	\$ -
13	D-751	Convert Catch Basin to Drop Inlet	2	EA	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	0	\$ -
14	NCDOT	2-6" Curb and Gutter	200	LF	\$ 60.00	\$ 12,000.00	200	\$ 12,000.00	0	\$ -
15	NCDOT	Pipe Plug	1	EA	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	0	\$ -
16	NCDOT	Guardrail	165	LF	\$ 43.00	\$ 7,095.00	165	\$ 7,095.00	0	\$ -
17	F-162	Fence Removal	1240	LF	\$ 15.10	\$ 18,724.00	816	\$ 12,321.60	424	\$ 6,402.40
18	F-162	6' Chain Link Fence with Barbed and Razor Wire	200	LF	\$ 32.00	\$ 6,400.00	0	\$ -	200	\$ 6,400.00
19	F-162	8' Chain Link Fence with Barbed and Razor Wire	1050	LF	\$ 35.40	\$ 37,170.00	725	\$ 25,665.00	325	\$ 11,505.00
20	F-162	24' Double Swing Gate	1	EA	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	0	\$ -
21	F-162	16' Electric Slide Gate with Card Reader	1	LS	\$ 25,240.00	\$ 25,240.00	0	\$ -	1	\$ 25,240.00
22		4' Pedestrian Gate	1	EA	\$ 4,300.00	\$ 4,300.00	0	\$ -	1	\$ 4,300.00
23		Place Owner-Supplied Jersey Barrier	400	LF	\$ 27.00	\$ 10,800.00	400	\$ 10,800.00	0	\$ -
24		Remove Islands and Landscaping, Replace with 4" millings	1	LS	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	0	\$ -
25	P-610	Concrete Pad at Headwall	10	CY	\$ 650.00	\$ 6,500.00	10	\$ 6,500.00	0	\$ -
26	L-125	10KW Constant Current Regulator	1	EA	\$ 15,675.00	\$ 15,675.00	0	\$ -	1	\$ 15,675.00
27	L-125	New L-861T Fixture on new L-867 Base Can in Asphalt	16	EA	\$ 1,548.00	\$ 24,768.00	0	\$ -	16	\$ 24,768.00

\$ 942,272.00

UPS PARKING EXPANSION CHANGE ORDER

\$ 847,981.60

CLT PARKING - CHANGE ORDER

\$ 94,290.40

## Exhibit C – Federal Requirements

### GENERAL CIVIL RIGHTS PROVISIONS

The Tenant (herein after referred to as the “Company”) agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the companies from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

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

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

### 2. 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:

1. **Compliance with Regulations:** The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the 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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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 Acts, Regulations, 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.

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:

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

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.

C. 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:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).