

DIVISION 0 – SECTION 00405**PROPOSAL**

Project Identification: **Terminal Apron Reconstruction (including Concourse C South Demo) - Construction**

Contract Number: MSCAA Project No. **13-1368-02**

**For Overnight Courier
or Hand Delivery Submit to:**

Memphis-Shelby County Airport Authority
Memphis International Airport
Procurement Department
4150 Louis Carruthers Drive
Memphis, Tennessee 38118

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Legal Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for seventy-five (75) days after the day of Bid opening. Bidder will sign and submit the Construction Contract with the Bonds and other documents required by the Bidding Requirements, within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Division 0 and Division 1 Specifications, and accepts the determination set forth in General Provision Section 20 paragraph 20-06 of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of General Provision Section 20 paragraph 20-06; and no additional examination, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Owner or Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner or Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete Base Bid Work for the following price(s).

UNIT PRICE SCHEDULE – BASE BID

ITEM No.	PAY ITEM	DESCRIPTION	UNIT	EST. QUANT	UNIT PRICE	TOTAL EST. PRICE
1		"C" CONCOURSE SOUTH DEMOLITION (BUILDING AND ALL ASSOCIATED SYSTEMS WITHIN AREA NOTED)	LS	1	\$ _____	\$ _____
2	01210.A	ASBESTOS ABATEMENT	ALLOW	1	N/A	\$ 125,000.00
3	01210.B	LOW VOLTAGE REPAIRS	ALLOW	1	N/A	\$ 50,000.00
4	01210.D	FUEL LINE ABANDONMENT	ALLOW	1	N/A	\$ 450,000.00
5	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ _____	\$ _____
6	C-102-5.1	SEDIMENT TUBE	LF	300	\$ _____	\$ _____
7	C-102-5.2	EROSION CONTROL BARRIER	LF	200	\$ _____	\$ _____
8	C-102-5.3	SILT FENCE	LF	1,000	\$ _____	\$ _____
9	C-102-5.4	MANHOLE SEDIMENT TRAP	EA	3	\$ _____	\$ _____
10	C-102-5.5	SEDIMENT BASIN	EA	1	\$ _____	\$ _____
11	C-102-5.6	TEMPORARY CONSTRUCTION EXIT	EA	2	\$ _____	\$ _____
12	S-100-6.1	GUARD HOUSE	EA	2	\$ _____	\$ _____
13	S-100-6.2	FIELD OFFICE TRAILER AND CURRING FACILITIES	LS	1	\$ _____	\$ _____
14	S-100-6.3	CROSSING GATE ARM	EA	4	\$ _____	\$ _____
15	S-100-6.4	PROJECT SAFETY & SECURITY	LS	1	\$ _____	\$ _____
16	S-101-5.1	UTILITY MARKERS	EA	25	\$ _____	\$ _____
17	S-103-5.1	EXTERIOR BUILDING REPAIRS	SF	200	\$ _____	\$ _____
18	S-105-5.1	12" DUCTILE IRON PIPE WITH RESTRAINED JOINTS	LF	300	\$ _____	\$ _____
19	S-105-5.2	6" DUCTILE IRON PIPE WITH RESTRAINED JOINTS	LF	30	\$ _____	\$ _____
20	S-105-5.3	FLUSH MOUNTED FIRE HYDRANT	EA	1	\$ _____	\$ _____
21	SC-30-4	MLGW WATER LINE FEES	ALLOW		\$ _____	\$ 75,000.00
22	P-101-5.1	PAVEMENT DEMOLITION, CONCRETE (ALL THICKNESS AND TYPES)	SY	14,500	\$ _____	\$ _____
23	P-101-5.2	PAVEMENT DEMOLITION, ASPHALT (ALL THICKNESS AND TYPES)	SY	14,500	\$ _____	\$ _____
24	P-101-5.3	STABILIZED BASE DEMOLITION, CONCRETE (ALL THICKNESS AND TYPES)	SY	14,500	\$ _____	\$ _____
25	P-150-4.1	DEMOLITION OF EXISTING STORM DRAIN PIPE (ALL SIZES)	LF	500	\$ _____	\$ _____
26	P-150-4.2	DEMOLITION OF EXISTING STORM DRAIN MANHOLE	EA	2	\$ _____	\$ _____

27	P-150-4.3	DEMOLITION OF EXISTING SANITARY SEWER PIPE (ALL SIZES)	LF	400	\$ _____	\$ _____
28	P-150-4.4	DEMOLITION OF EXISTING SANITARY SEWER MANHOLE	EA	2	\$ _____	\$ _____
29	P-150-4.5	DEMOLITION OF EXISTING WATER PIPE (ALL SIZES)	LF	1,200	\$ _____	\$ _____
30	P-150-4.6	REMOVE EXISTING FLUSH MOUNTED FIRE HYDRANT	EA	3	\$ _____	\$ _____
31	P-150-4.7	DEMOLITION OF EXISTING METAL GUARDRAIL	LF	150	\$ _____	\$ _____
32	P-150-4.8	DEMOLITION OF EXISTING ABANDONED PASSENGER BOARDING BRIDGE FOUNDATIONS	EA	10	\$ _____	\$ _____
33	P-150-4.9	REMOVE EXISTING WATER CABINET	EA	5	\$ _____	\$ _____
34	P-150-4.10	REMOVE EXISTING PASSENGER BOARDING BRIDGE CARGO LIFT	EA	3	\$ _____	\$ _____
35	P-150-4.11	REMOVE EXISTING LIGHT POLE AND FOUNDATION	EA	4	\$ _____	\$ _____
36	P-150-4.12	DEMOLITION OF EXISTING FUEL PIPE (ABANDONED/SLURRY- FILLED)	LF	490	\$ _____	\$ _____
37	P-150-4.13	DEMOLITION OF EXISTING HYDRANT PIT (INACTIVE)	EA	4	\$ _____	\$ _____
38	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	2,500	\$ _____	\$ _____
39	P-152-4.2	UNDERCUT EXCAVATION	CY	200	\$ _____	\$ _____
40	P-152-4.3	UNSUITABLE MATERIAL EXCAVATION AND DISPOSAL	CY	100	\$ _____	\$ _____
41	P-152-4.4	BORROW EXCAVATION	CY	1,500	\$ _____	\$ _____
42	P-152-4.5	PETROLEUM IMPACTED SOIL EXCAVATION (NON- REGULATED)	CY	300	\$ _____	\$ _____
43	P-152-4.6	PETROLEUM IMPACTED SOIL EXCAVATION (NON- HAZARDOUS SPECIAL WASTE)	CY	100	\$ _____	\$ _____
44	P-152-4.8	SUBGRADE PREPARATION	SY	16,625	\$ _____	\$ _____
45	P-152-4.9	GRANULAR BACKFILL	CY	100	\$ _____	\$ _____
46	P-152-4.10	LIME	TON	200	\$ _____	\$ _____
47	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	CY	300	\$ _____	\$ _____
48	P-219-5.1	RECYCLED CONCRETE AGGREGATE FOR GENERAL USE	CY	100	\$ _____	\$ _____
49	P-220-6.1	CEMENT TREATED SOIL BASE COURSE	SY	16,625	\$ _____	\$ _____
50	P-220-6.2	CEMENT	TON	850	\$ _____	\$ _____
51	P-304-8.1	CEMENT-TREATED AGGREGATE BASE COURSE (8-INCH THICK)	SY	16,625	\$ _____	\$ _____
52	P-306-8.1	LEAN CONCRETE BASE COURSE	SY	2,310	\$ _____	\$ _____
53	S-102-6.1	POROUS BITUMINOUS BASE COURSE (4" THICK)	SY	16,625	\$ _____	\$ _____

54	P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT (18 INCH THICK)	SY	16,625	\$ _____	\$ _____
55	P-610-6.1	STEEL PIPE BOLLARDS	EA	10	\$ _____	\$ _____
56	P-610-6.2	PROTECTIVE CONCRETE APRON	SF	1,120	\$ _____	\$ _____
57	P-610-6.3	TYPE 2 CONCRETE LANDING WITH RAMPS	SF	200	\$ _____	\$ _____
58	P-610-6.4	TYPE 3 CONCRETE LANDING WITH RAMPS	SF	210	\$ _____	\$ _____
59	P-610-6.5	PEDESTRIAN HANDRAIL	LF	50	\$ _____	\$ _____
60	P-610-6.6	WALL-MOUNTED PEDESTRIAN HANDRAIL	LF	25	\$ _____	\$ _____
61	P-610-6.7	ELEVATED PROTECTIVE CONCRETE APRON	SF	120	\$ _____	\$ _____
62	P-620-5.1	PAVEMENT MARKINGS WITHOUT REFLECTIVE BEADS	SF	1,500	\$ _____	\$ _____
63	P-620-5.2	EXISTING PAINT MARKING REMOVAL	SF	4,000	\$ _____	\$ _____
64	P-620-5.3	PAVEMENT MARKINGS WITH REFLECTIVE BEADS	SF	2,000	\$ _____	\$ _____
65	D-701-5.1	18 INCH REINFORCED CONCRETE PIPE (CLASS V)	LF	152	\$ _____	\$ _____
66	D-701-5.2	24 INCH REINFORCED CONCRETE PIPE (CLASS V)	LF	105	\$ _____	\$ _____
67	D-701-5.3	CONCRETE FOR PIPE PLUGS AND COLLARS	CY	10	\$ _____	\$ _____
68	D-705-5.1	4 INCH PERFORATED UNDERDRAIN PIPE	LF	750	\$ _____	\$ _____
69	D-705-5.2	UNDERDRAIN CLEANOUT - CONCRETE	EA	11	\$ _____	\$ _____
70	D-751-5.1	STORM DRAIN MANHOLE (5' DIAMETER, > 4' - 8' DEPTH)	EA	1	\$ _____	\$ _____
71	D-751-5.2	STORM DRAIN MANHOLE (6' DIAMETER, > 4' - 8' DEPTH)	EA	1	\$ _____	\$ _____
72	D-751-5.3	STORM DRAIN INLET (4'x4', > 4' - 8' DEPTH)	EA	2	\$ _____	\$ _____
73	D-751-5.4	TRENCH DRAIN (ALL DEPTHS)	LF	340	\$ _____	\$ _____
74	01100.01	MOBILIZATION (FIXED COST)	LS	1	\$ 530,000.00	\$ 530,000.00
75	01100.02	DEMOBILIZATION (FIXED COST)	LS	1	\$ 320,000.00	\$ 320,000.00
CONTRACT BASE BID TOTAL (TOTAL OF ITEMS 1-75)					\$ _____	

CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-75):

_____ (use words)

(\$ _____)

UNIT PRICE SCHEDULE – ARCHITECTURAL (DEDUCTIVE ALTERNATE NO. 1)

ITEM NO.	PAY ITEM	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL EST. PRICE
1		PAINTED EIFS EXTERIOR INFILL IN LIEU OF GLAZED BRICK VENEER	LS	1	\$_____	\$_____

TOTAL DEDUCTIVE ALTERNATE NO. 1 (TOTAL OF LINE ITEM 1) \$_____

TOTAL DEDUCTIVE ALTERNATE NO. 1 (TOTAL OF LINE ITEM 1):

(use words)

(\$_____)

5. The Owner reserves the right to reject any or all bids in whole or in part and to waive any informalities, technicalities, or omissions therein.

It is intention of the Owner to award a contract based upon the lowest responsive bid on any combination of the lump sum base bids and alternates. Bidder understands and agrees that, after a review of all the bids, the Owner will select the combination of the lump sum base bids and alternates that best suits the Owner's needs within the sole discretion of the Owner. The Bidder further understands and agrees that it has no right to protest or object to the combination of the lump sum base bids and alternates that is selected by the Owner even if another combination would have resulted in the selection of the bidder or another bidder other than the one chosen by the Owner.

6. Bidder agrees that the Work: will be completed and ready for final payment within the calendar days (as described in Section 01100) after the date when the Contract Time commences to run. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.
7. See Section 00200, INSTRUCTIONS TO BIDDERS, for a complete list of documents that are made a condition of this Bid.
8. Communications concerning this Bid shall be addressed to: _____
(Printed Name)
The address of Bidder indicated above, or
the following address: _____
email address: _____
9. The terms used in this Bid which are defined in General Provision Section 10 of the Specifications included as part of the Contract Documents have the meanings assigned to them in the Division 0 and Division 1 Specifications.
Submitted on _____, 20____.

10. The undersigned Bidder confirms that (1) neither Bidder nor any of Bidder's potential subcontractors or suppliers have pending claims or litigation, arbitration, or other dispute resolution proceedings where the Owner and Bidder or Bidder's potential subcontractors or suppliers are parties; or (2) such claims or proceedings are pending and Bidder is disclosing same through its own writing and/or the writing of Bidder's potential subcontractors or suppliers and submitting same to Owner with this proposal submittal.

If Bidder is:

An Individual

(Individual's Printed Name)

(Individual's Signature)

doing business as: _____

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Partnership

(Firm Name)

By: _____
(Signature of General Partner and Printed Name)

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Corporation

(Corporation Name)

By: _____ Title: _____
(Signature of person authorized to sign)

(Printed Name)

(Corporate Seal)

Attest: _____
(Signature of Secretary) (Printed Name)

(State of Incorporation)

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Joint Venture

(Joint Venture)

By: _____
(Signature of Joint Venturer) (Printed Name)

(Address)

Phone No.: _____ FAX No. _____ E-Mail _____

By: _____
(Signature of Joint Venturer) (Printed Name)

(Address)

Phone No.: _____ FAX No. _____ E-Mail _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION 00405

**CONSTRUCTION CONTRACT
FOR
TERMINAL APRON RECONSTRUCTION (including Concourse C Demo) – CONSTRUCTION**

**BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND
(CONTRACTOR NAME)**

MSCAA PROJECT NO. 13-1368-02

THIS CONSTRUCTION CONTRACT (hereinafter referred to as “Contract”) is made and entered into as of _____, between MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY, a body politic and corporate under the laws of Tennessee (hereinafter referred to as “Owner” or “Sponsor”) doing business at 2491 Winchester Road, Suite 113, Memphis, Tennessee 38116-3856, and {insert **CONTRACTOR NAME**}, a {insert **LEGAL ENTITY TYPE and STATE**} doing business at {insert Contractor address}, (hereinafter referred to as “Contractor,” “Bidder,” or “Offeror”). Owner and Contractor may sometimes be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

1. **WHEREAS**, the Owner desires to have constructed certain work in Memphis, Tennessee, more particularly described as **Terminal Apron Reconstruction (including Concourse C Demo) - Construction**, MSCAA Project No. **13-1368-02** (herein referred to as “the Project”); and

2. **WHEREAS**, the Contractor desires to enter into this Contract as an independent contractor and is ready, willing and able to construct the Project in accordance with the terms and subject to the conditions of this Contract; and

3. **WHEREAS**, the “Program Manager” is to act as the Owner's representative, and the Owner will advise the Contractor in writing of the name of the Program Manager; and

4. **WHEREAS**, the “Engineer” is the Owner's representative with responsibility for design of the technical specifications, and the Owner will advise the Contractor in writing of the name of the Engineer; and

NOW, THEREFORE, in consideration of good and valuable consideration, received or to be received, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

ARTICLE 1

SCOPE OF THE WORK AND TERM OF AGREEMENT

Section 1.01. Scope of the Work. The general scope of the work is more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference. Contractor agrees that the Project shall be constructed in accordance with the terms of this Contract and the “Contract Documents” as defined in Article 2 of this Contract. The term “Work” includes, but is not limited to, all labor, materials, supplies, tools, equipment and services necessary to construct the Project as described in the Contract Documents, whether or not all materials and equipment are incorporated or will be incorporated in the Project; and all Work deemed necessary to fully close the Project including demobilization.

Section 1.02. Term of Contract and Completion. The term of this Contract shall commence upon Owner's issuance of the Notice to Proceed pursuant to Section 3.01 and shall continue until the Work is completed in accordance with the Contract Documents, unless earlier terminated by the provisions set forth in Section 23 of this Contract.

ARTICLE 2

CONTRACT DOCUMENTS

Section 2.01. Definition. The "Contract Documents" include this Contract, the Legal Notice, Instructions to Bidders, the Proposal, the Proposal Guaranty, the drawings and the specifications, the Federal Aviation Authority ("FAA") General Provisions ("GP"), all addenda, and exhibits or modifications to any of them, issued prior to or after execution of this Contract. The Contract Documents are more particularly described in Exhibit B, which is attached hereto and incorporated herein by reference. As used in this Contract, a "modification" is either:

- (a) a written and signed Contract Amendment to this Contract; or
- (b) an accepted Request for Proposal ("RFP"); or
- (c) an Engineer's Supplemental Instruction ("ESI"); or
- (d) a Construction Change Directive (as defined in Section 9.02(c) of this Contract).

Section 2.02. Intent of Contract Documents. The intent of the Contract Documents is to include all design, architecture and engineering, except as otherwise expressly provided in the Contract Documents, materials, appliances, labor and services of every kind necessary for the proper execution of the Work and the terms and conditions of payment for the Work. The Contract Documents are to be considered as one document, and whatever is called for by any one of the Contract Documents shall be as binding as if called for by all.

Section 2.03. Coordination of the Contract, Plans and Specifications. This Contract, the plans, specifications, and all referenced standards cited in the Contract Documents are essential parts of the Contract requirements. A requirement occurring in one of the Contract Documents is as binding as though occurring in all. They are intended to be complementary and used to describe and provide for a complete project. In case of dimensional discrepancies, calculated dimensions will govern over scaled dimensions. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- (a) This Contract.
- (b) The Addenda, with those of later date having precedence over those of earlier date.
- (c) The Technical Specifications.
- (d) The Plans.
- (e) Cited standards for materials or testing and cited FAA General Provisions and advisory circulars.

Section 2.04. Errors in Contract Documents. Prior to commencing the Work, the Contractor shall review all of the Contract Documents for the purpose of identifying any error, inconsistency, omission, discrepancy or variance that may be contained therein. If the Contractor finds any error, inconsistency, omission, discrepancy or variance in the Contract Documents, it shall notify the Owner at least ten (10) days before beginning the affected portion of the Work. The Owner shall make any correction, interpretation or clarification promptly, basing its decision on the intent of the Contract Documents. Failure of the Contractor to timely notify the Owner of any such error, inconsistency, discrepancy or variance within the time provided by this paragraph shall bar the Contractor from making any claim for additional time or compensation caused by any such error, inconsistency, discrepancy or variance even if the error, inconsistency, discrepancy or variance caused the Contractor to incur additional expense or time of performance.

ARTICLE 3

PROGRESS OF THE WORK

Section 3.01. Commencement and Completion. The Contractor shall commence the Work upon receipt of the written Notice to Proceed, as defined in Section 01100 of the Technical Specifications, from the Owner and shall achieve substantial completion of the Work, as defined in Section 01100 of the Technical Specifications. The Contractor warrants that it will deliver the Project to the Owner free from any and all mechanics' liens or other encumbrances. Contractor further agrees to promptly (which is defined for purposes of this paragraph as no more than three (3) days from receipt of any lien or other notice) notify the Owner of the existence of any and all mechanics' liens filed by any subcontractors, materialmen, suppliers or sub-subcontractors. If any mechanics' liens are filed, Contractor shall, at its expense, bond off any such mechanics' liens within three (3) days from receipt of a written request of Owner to do so. Time is of the essence, and the substantial completion date may be altered only as provided in this Contract. Substantial completion shall occur when the Work is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for its intended use, and when only minor punch list work remains to be done and a certificate of occupancy has been issued. The Owner will, upon written request of the Contractor, issue a certificate establishing the substantial completion date at any time after substantial completion has occurred.

Section 3.02. The Progress Schedule. Contractor shall fully comply with the requirements for scheduling the Work as set forth in Section 01100 and Section 01320 of the Technical Specifications. The Owner reserves the right to reschedule the Work, or the sequence of the activities of the Contractor, for no additional compensation should Owner deem such rescheduling to be in its best interest. At least fifteen (15) days prior to the due date of the first payment to be made hereunder by the Owner and thereafter on a monthly basis, the Contractor shall submit to the Owner a cash flow projection depicting the projected monthly cash flow for the entire Project.

Section 3.03. Extension of Substantial or Final Completion Date.

(a) Except as otherwise expressly provided herein, the "Substantial Completion Date" or "Final Completion Date" shall be extended only for such number of calendar days that the Work is actually delayed by a casualty, a fire, or a Contract Amendment (hereinafter referred to as "Excusable Delays"). No extensions to the Substantial Completion Date shall be granted due to the negligence or fault of the Contractor or its subcontractors, non-availability of materials or non-availability of labor. No extension to the Substantial Completion Date shall be granted for the period of time during a delay in the performance of the Work which is caused in part by the Owner or the Engineer, and in part by the Contractor or one for whom the Contractor is responsible ("Concurrent Delay"). A request for a time extension based upon inclement weather shall be governed by the provisions of Section 01320 (3.05) of the Technical Specifications.

(b) In order to obtain an extension of the Final Completion Date or the Substantial Completion Date due to an Excusable Delay, the Contractor in each instance shall give written notice to the Owner within seven (7) days after the occurrence of each Excusable Delay. If the Contractor fails to issue written notice to the Owner, its right to an extension, if any, will be deemed waived. The Owner shall render a written decision, which shall be made in good faith, granting or refusing the request of the Contractor for an extension within a reasonable time after receipt of the request for a time extension. If a Contract Amendment is agreed to by the Contractor and Owner, any extension of the Substantial Completion Date caused by the Contract Amendment work must be stated in the Contract Amendment. If no extension to the Substantial Completion Date is stated in the Contract Amendment, then the Contractor shall be barred from later seeking an extension to the Substantial Completion Date or Final Completion Date because of the Contract Amendment work. No extension to the Substantial Completion Date or the Final Completion Date shall be granted due to the aggregate number of Contract Amendments.

Section 3.04. No Damage for Delay. Contractor agrees to perform the Work and to require the subcontractors to perform the Work in a timely and proper method so as to meet the dates reflected on the progress schedule. In the event that the Contractor is delayed in the performance of the Work through no fault of the Contractor or its subcontractors, and for causes set forth in Section 3.03(a), and defined therein as Excusable Delay, then the Contractor may seek a time extension in accordance with the provisions of Section 3.03(b). Contractor agrees that such time extension is its sole and exclusive remedy for any damages regardless of the cause of such delays. Contractor also agrees that the Owner shall not be liable for any other monetary damages sustained by Contractor or its subcontractors for acceleration, disruption, inefficiencies, suspension or resequencing of the Work or any other damages related to the progress schedule regardless of the cause of such damages. The Owner shall not be liable for consequential damages of any nature for any reason at any time.

Section 3.05. Liquidated Damages. As set forth in Section 01100 of the Technical Specifications, liquidated damages will be assessed for the Project. The Contractor shall proceed with the Work at such rate of progress to ensure full completion by the Final Completion Date.

ARTICLE 4

PAYMENT

Section 4.01. Contract Price. The Owner and Contractor agree that the Contractor shall be paid the amount of **Thousand and 00/100 Dollars (\$000.00)** ("Contract Price"), as set forth in the Contractor's Proposal, for completion of the Work in accordance with the Contract Documents. The Contract Price shall include all profit and overhead, including without limitation field overhead, general conditions and home office overhead of the Contractor. The Contract Price also includes all allowances specified in the Contract Documents.

Section 4.02. Payment Procedures. As Work proceeds under the Contract, payments ("Progress Payments") shall be made by the Owner to the Contractor in accordance with the following procedure:

(a) By the 1st day of each calendar month during the performance of the Work, the Contractor shall submit to the Owner an Application and Certificate for Payment, based on the Work completed during the previous month ("previous month" being defined for this Section only as the second calendar day of the prior month through the first calendar day of the current month), using a form approved by the Owner. Contractor shall not be paid any amounts exceeding the Contract Price set forth in Section 4.01 of this Contract, unless modified by a properly executed written Contract Amendment in accordance with the provisions of Article 9 of this Contract.

(b) Each Application and Certificate for Payment shall be accompanied by: (1) lien waivers of the Contractor conditioned upon payment by the Owner of the amount sought in the Application; (2) other documentation as may be requested by the Owner for the proper review of the Application and Certificate for Payment; (3) a list of current subcontractors, sub-subcontractors and material suppliers; (4) the Business Diversity Monthly Compliance Reports; and (5) all documents required by the Owner Controlled Insurance Program ("OCIP") Manual, as applicable.

(c) The Owner or Engineer shall promptly review each Application and Certificate for Payment and recommend for approval such amount as is properly due under the Contract Documents.

(d) Payments by the Owner shall be made within thirty (30) days from the date on which an Application and Certificate for Payment has been submitted and approved by the Owner or the next working day if the thirtieth day is a Saturday, Sunday or holiday.

Section 4.03. Mobilization. The work which is conducted in preparation for the construction activities, which includes but is not limited to, movement of personnel, equipment, stockpiles, supplies to the project site, (all as more particularly described in Article 3.01 of Section 01100 of the Technical Specifications) shall be designated as "Mobilization." The Mobilization lump sum amount for this Contract shall be **Five Hundred Thirty Thousand and 00/100 Dollars (\$530,000.00)**, which is a fixed amount that shall not change for the term of the Contract.

Section 4.04. Demobilization. The activities which are conducted by the Contractor in order to complete the work and conduct any closeout items, which includes but is not limited to, removal of personnel, equipment, Contractor owned stockpiles, supplies and incidentals from the project site, (all as more particularly described in Article 3.01 of Section 01100 of the Technical Specifications) shall be designated as "Demobilization." The Demobilization lump sum amount for this Contract shall be **Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00)**, which is a fixed amount and shall not change for the term of the Contract.

Section 4.05. Payment for Material Stored On-Site.

(a) Payment for the actual unit cost of materials suitably stored on the site of the Work ("Work Site") and intended for incorporation in the Work will be made by the Owner to the Contractor subject to the provisions of Section 4.02 of this Contract, Section 90-07 of the FAA General Provisions, and the following conditions:

- (1) The Contractor shall furnish supporting evidence satisfactory to the Owner evidencing the cost of the materials and shipment to the work site.
- (2) The materials shall not be stored on the work site for more than ninety (90) calendar days before they are installed without the written consent of the Owner.
- (3) The materials shall be stored on the work site in accordance with applicable recommendations of the manufacturer and the instructions of the Owner.
- (4) A representative of the Owner or Engineer may inspect and inventory any stored materials.

(b) Payment will not be made for materials stored away from the work site without the written consent of Owner. In the event that the Owner consents to payment for materials stored off-site, such payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the title of the Owner to such materials or equipment, and the submission of satisfactory insurance certificates for the stored materials.

(c) Notwithstanding any provision herein to the contrary, if payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the work site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the title of the Owner to such materials or equipment, and the submission of satisfactory insurance certificates for the stored materials to protect the interest of the Owner.

(d) Regardless of ownership or insurance, the Contractor shall remain the guardian and protector of all materials and equipment stored or incorporated into the Work.

Section 4.06. Use of Payments. The Contractor shall use all sums paid to it pursuant to this Contract for the performance of the Work in accordance with the Contract Documents. Upon the request of the Owner or Engineer, the Contractor shall furnish satisfactory proof of payment, including, but not limited to, partial release of liens and the Business Diversity Monthly Compliance Report, as to the disposition of any monies paid to the Contractor by the Owner.

Section 4.07. Payment Not a Waiver. Neither the approval or making of any payment to the Contractor, nor the partial or entire use or occupancy of the Work by the Owner, shall be deemed an acceptance of any portion of the Work.

Section 4.08. Final Payment.

(a) "Final Payment," by the Owner shall constitute a waiver of all claims by the Owner for performance of the Work except for claims of the Owner arising from unsettled liens, incomplete or defective workmanship, defective materials, failure to perform in accordance with the progress schedule, or for the breach of any guarantees of warranties provided or to be provided by the Contractor under this Contract. Acceptance of the Final Payment by the Contractor shall constitute a waiver and release of any and all claims which the Contractor may then have or in the future have against the Owner or the Engineer arising from the Work or this Contract.

(b) Final Acceptance of the Work shall occur only after all Work (including punch list items) provided for in the Contract Documents has been finally completed and accepted in writing by the Owner, and only after the Contractor has provided the Owner with instructions and operating manuals, parts lists, "record" drawings and all other items required by the Contract Documents.

(c) Within thirty (30) days after "Final Acceptance" of the Work, the Final Payment of amounts found properly due under the Contract Documents shall be paid to the Contractor.

(d) Final Payment shall not become due until the Contractor submits to the Owner the following:

- (1) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied; and
- (2) A consent of surety to Final Payment; and
- (3) Other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Work, to the extent and in such form as may be designated by the Owner or Engineer; and
- (4) Any documents required by Article 6 of this Contract.

(e) The Owner shall issue a "Certificate of Final Completion" when, in its sole discretion, the Project has been completed and all conditions required by this Section 4.07 have been complied with by Contractor.

Section 4.09. The Right of Owner to Withhold Payment. The Owner may withhold or, on account of subsequent evidence, nullify, the whole or part of any Progress Payment, including the Final Payment, to such extent as may be necessary to reasonably protect itself from any of the following:

- (a) unacceptable work as further described in Section 50-10 of the FAA General Provisions; or
- (b) third-party claims filed or reasonable evidence indicating probable filing of such claims; or
- (c) reasonable doubt that the Work will be substantially completed by the Substantial Completion Date; or
- (d) failure of the Contractor to make payments properly to subcontractors or for equipment, materials, services or labor; or
- (e) reasonable evidence of fraud, over-billing or overpayment; or
- (f) failure of the Contractor to perform the Work in accordance with the Contract Documents; or
- (g) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price; or
- (h) damage to the Owner, or to another contractor, subcontractor or sub-subcontractor caused by the Contractor; or
- (i) failure to provide certified payroll records; or
- (j) failure to provide any documents required by the Owner Controlled Insurance Program (OCIP); or
- (k) failure to keep the record drawings current each month in accordance with Article 6 of this Contract.

ARTICLE 5

EQUIPMENT AND MATERIALS

Section 5.01. Materials Provided by Contractor.

(a) Unless otherwise provided in the Contract Documents, the Contractor shall provide all equipment, materials, labor, services, water, and power to the Work Site, as well as all tools, equipment, lights, transportation, and other facilities necessary for the performance of the Work.

(b) All equipment, machinery, material, and articles incorporated in the Work shall be new and unused unless otherwise specified in the Contract Documents. When not specified in detail in the Contract Documents, the equipment, machinery, material, and articles incorporated in the Work shall be of the most suitable grade and quality for the purpose intended.

Section 5.02. Type of Equipment Used.

(a) When any equipment, machinery, material, or article is referred to by trade name, make, or catalog number followed by the words "or equal," the reference shall be regarded as establishing the minimum standard of quality and performance required and shall not be construed as limiting competition. The Contractor may, with the prior written approval of the Owner, use other equipment, machinery, materials, or articles which are at least equal in quality and performance to that named in the Contract Documents; provided, however, that in no event shall such approval be construed as a waiver of the right of the Owner to require equipment, machinery, materials, or articles which conform to the standard of quality and performance established by reference to the trade name, make, or catalog number of the equipment, machinery, materials, or articles for which the substitution has been approved. Any cost of redesign and additional expense resulting from the substitution shall be at the sole expense of the Contractor.

(b) The name of the manufacturer, model number, and other identifying information respecting the performance, capacity, nature, and rating of equipment, machinery, materials, and articles proposed in substitution of those specified in the Contract Documents shall be submitted to the Owner in sufficient time to avoid delays in the Work.

Section 5.03. Non-Conforming Materials.

(a) Equipment, machinery, materials or articles installed or used in the Work which do not comply with the requirements of the Contract Documents, and which have not been previously approved in writing by the Owner shall be installed or used at the risk of the Contractor of subsequent rejection by the Owner.

(b) The Contractor shall be fully and solely responsible for quality control for all equipment, machinery, materials or articles used in the performance of the Work.

Section 5.04. Owner Furnishing Equipment or Fixtures. The Owner may directly furnish any and all of the equipment or fixtures required for the Project. In the event the Owner elects to do so, the Contract Price shall be reduced by the amount which was to be charged by Contractor for such equipment or fixtures as set forth and included in the Contract Documents. A Contract Amendment reducing the Contract Price for that item of Work shall be executed by Owner and Contractor to reflect a reduction in the Contract Price for that item of Work and that the Owner is to furnish the equipment or fixtures. The Contractor shall assume responsibility for and be fully responsible for the care, custody, and control of all Owner furnished equipment or fixtures after said equipment or fixtures arrives on the Work Site or in any approved offsite storage facility, as set forth in Section 60-08 of the FAA's General Provisions.

ARTICLE 6

RECORD DRAWINGS AND DATA

Section 6.01. Record Drawings. A complete set of drawings shall be maintained by the Contractor at the Work Site for the purpose of accurately indicating all record conditions. The drawings shall be kept up-to-date and marked each day to show all changes and variations and each entry shall be dated and verified as made. At the completion of the Work and prior to Final Payment, a complete set of marked record drawings shall be furnished by the Contractor to the Owner. If the record drawings are not kept current each month, the Owner shall have no obligation to pay the Contractor until the record drawings are made current.

Section 6.02. Operation and Maintenance Data.

(a) The Contractor shall furnish complete and necessary data for the operation, repair, and maintenance of each operating component of the Work (hereinafter referred to as "the Data"). The Data shall include prints of shop drawings, "as-installed" conditions, sources of equipment and principal materials, specified tests and performance data, repair and

maintenance data, lubrication instructions and recommendations, parts lists, and other catalog data or information required to operate and maintain any part of the Work. Care shall be taken to include all pertinent data and to exclude inapplicable or duplicative information.

(b) Prior to Final Payment, a set of Data shall be furnished to the Owner in an electronic PDF format. In addition, three (3) complete sets of the Data in a form directed by the Owner shall be provided to the Owner, indexed alphabetically by components, grouped together and securely bound in a durable folder or binder that is labeled and indexed to show its contents.

(c) Installation information for all machinery and equipment also shall be kept on the site of the Work during construction but used or marked prints or data sheets are not to be used in assembling the final maintenance and operating manuals described in paragraph (b) of this Section 6.02.

(d) Operations and maintenance demonstrations by the manufacturer of all machinery and equipment shall be complete in all respects and shall specify the appropriate and inappropriate uses of the machinery and equipment.

Section 6.03. Information from Suppliers. The Contractor shall make it a requirement or condition of purchase from its suppliers of equipment and/or materials: (1) to furnish complete and adequate operating and maintenance data pertaining to their equipment and/or materials; (2) to assign to the Owner any warranty, express or implied, furnished by the manufacturer of the equipment and/or materials; and, (3) to assign to the Owner any customary maintenance or repair service, spare parts supply service, or personnel support service furnished by the manufacturer of the equipment and/or materials. If the terms and conditions of any warranty, maintenance or repair service, spare parts supply service, or personnel support service furnished by manufacturer of the equipment and/or materials are negotiable, they shall be negotiated by the Owner and the manufacturer.

ARTICLE 7

SUBCONTRACTS

Section 7.01. Definition.

(a) As used in the Contract Documents, a "subcontractor" is a person or organization that has a contract with the Contractor to perform any portion of the Work or to furnish any equipment, labor or materials to the Project.

(b) As used in the Contract Documents, a "sub-subcontractor" is a person or organization that has a contract with a subcontractor to perform any portion of the Work or to furnish any equipment, labor or materials to the Project.

Section 7.02. No Contractual Relationship with Owner. Nothing contained in the Contract Documents or otherwise shall create any contractual relationship between the Owner and any subcontractor or sub-subcontractor, and no subcontract or sub-subcontract shall relieve the Contractor of its responsibilities and obligations should any subcontractor or sub-subcontractor fail to perform its work in a satisfactory manner. The Contractor agrees to be as fully responsible to the Owner for the acts and omissions of its subcontractors and their sub-subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Section 7.03. Award of Subcontracts.

(a) Unless the Owner gives its written approval to Contractor, the Contractor shall not enter into a subcontract or purchase order with any entity that is a party in any litigation, arbitration, or other dispute resolution proceeding with the Owner. The Contractor shall request written confirmation from any potential subcontractor or supplier prior to the execution of any subcontract or purchase order that there is no pending litigation, arbitration, or other dispute resolution proceeding where the Owner and the potential subcontractor or supplier are adverse parties. Such written confirmation shall be sent to the Owner within seven (7) days from the receipt of bids.

(b) If the Owner refuses to accept any subcontractor or material supplier (or sub-subcontractor) or person or organization because of such pending litigation, arbitration, or other dispute resolution proceeding, the Contractor shall submit an acceptable substitute at no additional cost to Owner.

Section 7.04. Change of Subcontractors. The Owner may require a change of any subcontractor. The Contract Price shall be adjusted accordingly due to the Owner's requiring a change of any subcontractor, sub-subcontractor, or material supplier previously approved in writing by the Owner, unless the change was required because the subcontractor, sub-subcontractor or material supplier was unable to timely or properly perform its work in accordance with the Contract Documents.

Section 7.05. No Substitution of Subcontractors. The Contractor shall not make any substitution for any subcontractor nor allow the substitution of any sub-subcontractor who has been accepted by the Owner, unless the substitution is required and previously approved by the Owner. Acceptable reasons for substitution (other than where required by the Owner) shall be limited to the following:

- (a) Inability of the subcontractor or sub-subcontractor to provide bonds, if required; or
- (b) Failure of the subcontractor or sub-subcontractor to perform according to approved schedules or other provisions of the Contract Documents; or
- (c) Other reasons which would reasonably render the subcontractor or sub-subcontractor unable to perform its work according to the Contract Documents as evidenced in writing by the Contractor.

Section 7.06. Subcontract Terms. All portions of the Work performed by a subcontractor or sub-subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor (and where appropriate between subcontractors and sub-subcontractors) which shall contain provisions that:

- (a) Preserve and protect the rights of the Owner under the Contract Documents, including, but not limited to, the obligation to indemnify the Owner as set forth in Article 21 of this Contract with respect to the portion of the Work to be performed under the subcontract (or sub-subcontract) so that the subcontracting will not prejudice such rights; and
- (b) Require that such Work be performed in accordance with the requirements of the Contract Documents; and
- (c) Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party; and
- (d) Require that all requests for additional compensation, extensions of time or otherwise with respect to subcontracted portions of the Work be submitted to the Contractor (via any subcontractor or sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like requests by the Contractor upon the Owner; and
- (e) Name the Owner as an additional insured under all applicable insurance policies; and
- (f) Require compliance with the federal Disadvantaged Business Enterprise ("DBE") requirements, including, but not limited to, the non-discrimination and prompt pay provisions.

Section 7.07. Subcontractor Relations Requirements. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound by the obligations, terms and conditions of this Contract and the Contract Documents, and to assume toward the Contractor all the obligations, terms, conditions and responsibilities which the Contractor, by this Contract and the Contract Documents, assumes toward the Owner and the Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and the Engineer under this Contract and the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice the rights of the Owner or the Engineer. The Contractor

shall require each subcontractor to enter into similar agreement with sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of this Contract and the Contract Documents to which the subcontractor will be bound. Subcontracts shall similarly make copies of this Contract and the Contract Documents available to their respective proposed sub-subcontractors.

ARTICLE 8

PAYMENT TO SUBCONTRACTORS

Section 8.01. Payments to Subcontractors from the Contractor. The Contractor shall pay each subcontractor an amount equal to the percentage of completion allowed to the Contractor on account of the work of each subcontractor. The Contractor shall also require each subcontractor to make similar payments to its sub-subcontractors.

Section 8.02. Withholding of Payment by the Owner. If the Owner withholds monies for any cause which is the fault of the Contractor and/or the fault of a particular subcontractor, the Contractor shall pay all other subcontractors, in accordance with the terms of their applicable subcontract, if not in conflict with this Contract and applicable law, any time after the progress payment by the Owner should otherwise have been issued, for its Work to the extent completed. Notwithstanding this Section 8.02, Contractor may withhold funds from any subcontractor that is not performing its work in accordance with the Contract Documents.

Section 8.03. Independent Obligation to Pay. The obligation of the Contractor to pay its subcontractors (and their obligation to pay sub-subcontractors) is an independent obligation from the obligation of the Owner to make payment to the Contractor. The Owner shall have no obligation to pay or to see to the payment of any monies to any subcontractor or sub-subcontractor. The provisions of this Contract are solely intended for the benefit of the Owner and Contractor and not for any other person. Nothing in this Contract is intended to create any third-party rights against the Owner.

Section 8.04. Payments to Sub-Subcontractors. This Contract is governed by federal prompt pay provisions where applicable and as set forth in Exhibit "E" to this Contract. To the extent that Tennessee statutes are not superseded by applicable federal statutes, Tennessee statutes also will apply. Contractor agrees to require each of its subcontractors (1) to pay their subcontractors for invoices submitted or normal progress payments for work completed satisfactorily pursuant to its contract with each subcontractor and (2) to make such payments to their respective subcontractors no later than ten (10) days after any such subcontractors receive payment from the prime contractor or their respective subcontractor, as applicable.

ARTICLE 9

CHANGES

Section 9.01. Changes in the Work.

(a) The Owner, without invalidating this Contract, may order extra work or make changes by altering, adding to or deducting from the Work by executing a Contract Amendment or a Construction Change Directive in a form provided by the Owner or Engineer. All Work performed pursuant to a valid Contract Amendment, or a Construction Change Directive shall be performed under the conditions of this Contract and the Contract Documents.

(b) The Owner shall have authority to make changes in the Work not involving extra cost, not involving an extension to the Substantial Completion Date, and not inconsistent with the purposes of the Work, but otherwise, no extra Work or change in the Work shall be made unless pursuant to a Contract Amendment or a Construction Change Directive and no claim by Contractor for additional cost or fee or any extension of the Substantial Completion Date shall be valid unless so ordered in a written Contract Amendment or a Construction Change Directive.

(c) Engineer's Supplemental Instructions (ESI) are written instruments prepared by the Owner or Engineer to issue additional instructions or interpretations or to order changes in the Work not involving extra costs or fees, or any extension of the scheduled Substantial Completion Date. Contractor shall give prompt written notice to Owner if it

believes that the contents of an ESI require the Contractor to incur extra costs or fees or affect the Substantial Completion Date.

Section 9.02. Construction Change Directive.

(a) A Construction Change Directive is a written order prepared by the Owner, Program Manager, or Engineer and signed by the Owner, Engineer or Program Manager directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or the Substantial Completion Date, or both. The Owner may, by Construction Change Directive, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions.

(b) A Construction Change Directive shall be used in the absence of an agreement on the terms of a Contract Amendment.

(c) If the Construction Change Directive provides for an adjustment to the Lump Sum Price, the adjustment shall be based on one of the following methods:

- (1) Mutual acceptance of a lump sum properly itemized and supported by sufficient documentation to permit evaluation; or
- (2) Unit prices stated in the Contract Documents or subsequently agreed upon; or
- (3) Cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or
- (4) As provided in paragraph (f) of this Section 9.02.

(d) Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or the Substantial Completion Date.

(e) A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in the Contract Price, the Substantial Completion Date or the method of determining the adjustment. Such agreement shall be effective immediately and shall be recorded as a Contract Amendment.

(f) If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Price, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purpose of this paragraph shall be limited to the following:

- (1) The actual cost for labor, including social security and unemployment insurance, fringe benefits required by agreement, and workers' or workmen's compensation insurance; and/or
- (2) The actual cost of materials, supplies, machinery, and equipment, including cost of transportation, whether incorporated or consumed; and/or
- (3) The actual cost of subcontractors and sub-subcontractors; and/or
- (4) The actual cost of premiums for all bonds and insurance, permit fees and sales, use or similar taxes related to the Work; and/or

- (5) The actual additional costs of supervision and field office personnel, if any, directly attributable to the change.

(g) Pending final determination of cost to the Owner, amounts not in dispute may be included in Certificates and Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Price shall be actual net cost, as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

Section 9.03. Contract Amendment Procedure. If the Owner desires extra Work or changes in the Work, the Owner shall submit a Request for Proposal ("RFP") to the Contractor. The Contractor shall furnish to the Owner a statement setting forth in detail the proposal of the Contractor for performing the extra Work or changes and the effect of the extra Work or changes, if any, in the Contract Price and the Substantial Completion Date attributable to the extra Work or changes set forth in the request of the Owner. If the Owner approves in writing the proposal of the Contractor, a Contract Amendment in the form provided by the Owner shall be executed by the Parties and the Contract Price and the Substantial Completion Date shall be adjusted accordingly. In preparing Lump Sum quotes in response to an RFP, the Contractor shall provide a cost breakdown to the Owner that provides sufficient detail for the Owner or Engineer to determine that the quoted costs are reasonable and allowable and to verify that markups are properly calculated according to the terms of this Contract.

Section 9.04. Changes in the Contract Price. Any increase or decrease in the Contract Price attributable to a Contract Amendment performed by the Contractor or any of its subcontractors shall be governed by the provisions of Section 90-05 of the FAA's General Provisions.

Section 9.05. Time and Materials. In the event that the Owner and the Contractor cannot agree on the amount or time extension, if any due, to the Contractor for a Contract Amendment, the Owner may, in writing, direct the Contractor to proceed with the performance of such Work. The Contractor agrees to comply with any such directive issued by the Owner. If any additional compensation is due to the Contractor as a result of a directive, it will be calculated pursuant to the provisions of Section 150-90 of the FAA General Provisions Addendum.

Section 9.06. Unconditional Obligation to Proceed. Notwithstanding anything herein to the contrary, the Contractor will proceed with the Work so as to complete the Work on or before the Substantial Completion Date even if it has a dispute with the Owner concerning a Construction Contract Amendment, a Construction Change Directive or any extension of time which is or could be due to the Contractor pursuant to a Contract Amendment, a Construction Change Directive or otherwise.

Section 9.07. Request for Additional Compensation. If for any reason the Contractor believes that additional compensation is due for work not clearly provided for in the Contract Documents, the Contractor shall provide written notice to the Owner at least three (3) days before beginning the work which is not clearly provided for in the Contract Documents. If such notification is not given, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor shall not in any way be construed as proving or substantiating the validity of the request for additional compensation. When the work, which is the basis for the Contractor's request for additional compensation, has been completed, the Contractor shall, within ten (10) calendar days, submit evidence of costs incurred by the Contractor and a narrative which provides the basis for the request for additional compensation.

ARTICLE 10

THE UNDERSTANDING OF THE CONTRACTOR

Section 10.01. Examination of Work Site. The Contractor acknowledges that it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground conditions, the character, quality and quantity of the materials, equipment, supplies, machinery, and facilities needed preliminary to and during the performance of the Work, the general and local conditions, and all other matters which can in any way affect the Work.

Section 10.02. Sufficiency of Contract Documents and Representations of Contractor.

(a) The Contractor acknowledges that the Contract Documents are sufficient to enable it to determine the cost of all of the Work and that the Work can be completed in accordance with the Contract Documents for the Contract Price.

(b) The Contractor acknowledges that any observed errors, discrepancies, omissions, ambiguities, or conflicts in the Contract Documents will be brought to the attention of the Owner, as set forth in Section 2.04 of this Contract, and in a timely manner in order to ensure substantial completion of the Work by the Substantial Completion Date. The Contractor shall be responsible for using its best efforts to discover and observe errors, discrepancies, omissions, ambiguities, or conflicts in the Contract Documents. In addition, the Contractor acknowledges that the Owner has not made nor shall it be deemed to have made any warranties, guarantees, or representations of any kind whatsoever regarding the sufficiency of the Contract Documents or any conditions relating to the Work.

(c) Contractor represents that it has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground use facilities at or contiguous to the Work Site and, subject to the provisions of Section 10.03 of this Contract, assumes responsibility for the accurate location of said underground use facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground use facilities are or will be required by Contractor in order to perform and furnish the Work for the Contract Price and substantially complete the Work by the Substantial Completion Date. However, notwithstanding anything herein to the contrary, the Contractor may, at its sole expense after receiving written permission from the Owner, and subject to any limitations specified by the Owner or Engineer, conduct any additional testing it deems necessary.

Section 10.03. Differing Work Site Conditions. If conditions are encountered at the Work Site that are: (1) subsurface physical conditions, which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing Party shall be given to the other Party promptly before conditions are disturbed and in no event later than seven (7) days after the first observance of the conditions. The Owner or Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost, or time required, for performance of any part of the Work; will recommend an equitable adjustment in the Contract Price or the Substantial Completion Date, or both. However, any equitable adjustment in the Contract Price shall not include additional general conditions costs. If the Owner determines that the conditions at the Work Site are not materially different from those indicated in the Contract Documents and that no change in the terms of this Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within fourteen (14) days after the Owner has given notice of the decision.

Section 10.04. No Oral Modification. No oral agreement or conversation with any officer, agent or employee of the Owner or its representatives, including the Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations contained in this Contract or the Contract Documents.

ARTICLE 11

SUPERVISION OF THE WORK; SAFETY AND SECURITY

Section 11.01. The Superintendent of the Contractor. The Contractor shall designate in writing to the Owner and keep on the Project during its progress a competent employee who has responsibility to oversee the Work ("Superintendent"). The Superintendent shall be satisfactory to the Owner. The Superintendent shall be changed upon written request of the Owner but shall not be changed by the Contractor except with the consent of the Owner, unless the Superintendent ceases to be in its employ. The Superintendent shall represent the Contractor, and all directions given to him by the Owner shall be as binding as if given to the Contractor directly. The Superintendent shall devote his full time to the Work and shall maintain an office on the Work Site. The Superintendent shall direct, coordinate and supervise all Work, inspect all materials delivered to the Work Site to ascertain whether or not they comply with the requirements of the Contract Documents, and reject all non-conforming materials or workmanship.

Section 11.02. Order and Discipline. The Contractor shall at all times be responsible for enforcing strict discipline and good order among its employees, and all employees of its subcontractors and sub-subcontractors. If any

person on the Work Site shall appear to be incompetent, disorderly or intemperate, in any way disrupts or interferes with the Work, or is in any other manner not qualified for or unfaithful to the job entrusted to him, such person shall be discharged from the Project immediately and shall not again be employed on the Work Site without the prior written consent of the Owner.

Section 11.03. Cleaning Up.

(a) During the performance of the Work, the Contractor shall keep the Work Site clean and free of all rubbish, waste materials, debris and other materials in accordance with the instructions set forth in the Contract Documents. At the end of each working day, the Contractor shall remove all waste materials, rubbish, debris, and other materials from and about the Work Site as well as all surplus materials and shall leave the Work Site clean in accordance with the Contract Documents.

(b) The Contractor shall establish an active ongoing program to eliminate any foreign objects from the Work Site that may cause damage to aircraft or cause personal injury to other persons.

(c) The Contractor shall pay particular attention to haul routes used to and from the Work Site to prevent any construction debris from being dropped or tracked that may present a hazard.

(d) The Contractor, upon written notice from the Owner, shall promptly cut the grass and clean debris around the Work Site. If the Contractor fails to clean up any debris which is deposited as a result of construction operations, the Owner will, after notice, immediately do so. The cost thereof will be charged to the Contractor at actual cost per hour, but not less than the minimum rate of Two Hundred Fifty Dollars (\$250.00) per hour. The Contractor shall assume full responsibility for failure to perform cleanup operations required by this Section 11.03.

(e) All materials delivered to the Work Site shall be stored and handled so as to preclude inclusion of any foreign substances, and to prevent any discoloration or damage which might reduce its effectiveness as part of the Work.

Section 11.04. Safety and Security.

(a) The Contractor shall be solely responsible for and oversee all safety orders, precautions and programs necessary for the safety of the Work. The Contractor shall take the precautions set forth in the Contract Documents in order to ensure the safety of all persons involved in the Work, all other persons whom the Work might affect, all equipment and materials incorporated in the Work, all property on the Work Site and adjacent to it, and the Owner's business operations which are functioning on the Work Site or in the vicinity of it.

(b) The Contractor shall keep an accurate record of all persons who are on the Work Site and shall provide a copy of such list to the Owner with each monthly Application and Certificate for Payment. The Contractor, its subcontractors, their sub-subcontractors, and all employees of same, shall comply with all security rules made by the Owner and the Federal Aviation Administration. In addition, Contractor shall comply with the construction safety and health guidelines which are set forth in Exhibit D.

(c) The Contractor shall conform to Owner's rules and regulations for airport operations.

(d) Prior to the commencement of the Work, the Contractor shall provide to the Owner a list of all of its employees who will perform any portion of the Work.

Section 11.05. Observation of the Work.

(a) The Engineer, the Owner and persons designated by the Owner, shall at all times have access to the Work Site whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for observation. If the Owner or the Engineer discovers any defective Work in connection with any observation, it shall be reported to the Contractor in writing and the Contractor shall correct it.

(b) If the Contract Documents, the written instructions of the Owner, laws, ordinances, rules or regulations, or any public authority require any of the Work to be specifically tested or inspected, the Contractor shall give the Owner timely notice of its readiness for inspection and testing, and of the date set for such test or inspection. Inspections by the Owner or Engineer shall be promptly made. If any of the Work should be covered up without the approval or consent of the Owner, the Engineer or any public authority, it shall be uncovered for examination, if required by the Owner, the Engineer, or such other public authority, at the sole expense of the Contractor.

(c) Re-examination of questioned Work that has been previously tested or inspected by the Engineer or the Owner may be ordered by the Engineer or the Owner and, if so ordered, the questioned Work shall be uncovered by the Contractor. If such Work is found to be in compliance with the Contract Documents, the Owner shall pay the actual cost of the re-examination. If such Work is found not to be in compliance with the Contract Documents, the Contractor shall bear the costs of the re-examination.

(d) The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to fulfill the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, then the Contractor shall promptly and at its expense secure such services. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Owner or Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

ARTICLE 12

PERMITS, LICENSES, LAWS AND REGULATIONS

Section 12.01. Contractor to Secure All Permits. The Contractor shall secure and pay for all construction related permits, including the building permit. The Contractor shall be responsible for all inspections required by governmental authorities in conjunction with the issuance of said permits. Contractor shall secure and pay for all governmental fees, licenses and other permits necessary for the lawful and proper execution and completion of the Work.

Section 12.02. Compliance with Laws. The Contractor shall give all notices and shall comply with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the Work, which have any bearing on the execution of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect with any such laws, ordinances, rules, regulations and orders, it shall promptly notify the Owner and the Engineer in writing and any necessary changes shall be made by the Contractor. If the Contractor fails to give such notice or executes any of the Work in a manner contrary to any such laws, ordinances, rules, regulations or orders, the Contractor shall bear all resulting costs to correct said Work to comply with such laws and regulations and be liable for any resulting fines, penalties, judgments or damages imposed on or incurred by the Owner.

ARTICLE 13

TAXES AND OTHER FEES AND COSTS

Section 13.01. Payment of Taxes by Contractor.

(a) Any and all taxes, excises, duties and assessments in any manner levied, assessed or imposed by any government or subdivision or agency having jurisdiction over the Work shall be the sole responsibility and liability of the Contractor.

(b) The Contractor shall promptly pay and discharge when due, unless the validity or application is being contested by the Contractor in good faith, any and all taxes, excises, duties and assessments, together with any interest and penalties, if any, the responsibility and liability for which the Contractor has assumed pursuant to the provisions of paragraph (a) of this Section 13.01, unless any such tax, excise, duty or assessment is levied, assessed or imposed upon the Owner, in which case the Owner shall promptly give the Contractor notice of such levy, assessment or imposition, whereupon the Contractor shall promptly pay and discharge the same. Upon the written request and at the sole expense of the Contractor, the Owner shall assist the Contractor in contesting the validity or application of any such levy, assessment or imposition, and in the event a refund of all or any part of any tax, excise, duty or assessment (including interest and penalties, if any), said refund shall be refunded to the Contractor (less the amount of expenses associated with such contest not previously reimbursed by the Contractor to the Owner).

(c) The Contractor shall pay all applicable fees, and for all damage to sidewalks, streets, Owner's property, and other public property or to any public utilities caused by the performance of this Contract.

Section 13.02. Damage to Owner Property. Contractor agrees to promptly notify Owner of any damage caused to Airport property arising from Contractor's activities at the Airport. Contractor also agrees to comply with any request made by the Owner for reimbursement of costs associated with any damage to Airport property arising from work performed at the Airport by Contractor or any of Contractor's representatives, managers, employees, agents, contractors, subcontractors, licensees or invitees or from the conduct of same. This provision shall survive the termination of this Contract.

ARTICLE 14

SHOP DRAWINGS AND SAMPLES; MATERIAL TESTING

Section 14.01. Definitions.

(a) As used in this Contract, "shop drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor, any subcontractor, sub-subcontractor, manufacturer, supplier, or distributor, and which illustrates some portion of the Work.

(b) As used in this Contract, "samples" are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship.

Section 14.02. Submissions.

(a) Contractor shall submit to Owner all shop drawings in electronic format or as hard copies in accordance with the Technical Specifications. Contractor shall review, stamp with its approval and submit, in orderly sequence so as to cause no delay in the Work or the work of any other contractor, all shop drawings and samples required by the Contract Documents or subsequently by the Owner or Engineer. Shop drawings and samples shall be properly identified as specified in the Contract Documents or as the Engineer or Owner may require. At the time of submission, the Contractor shall inform the Engineer and the Owner by separate written correspondence of any deviation in the shop drawings or samples from the requirements of the Contract Documents.

(b) By approving and submitting shop drawings and samples, the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and other data, and that it has checked and coordinated each shop drawing and sample with the requirements of the Work and the Contract Documents.

Section 14.03. Review of the Engineer.

(a) The Engineer will review and act upon shop drawings and samples with reasonable promptness so as to cause no unreasonable delay in the Work, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The review of the Engineer or its agents of a given item shall not indicate approval of an assembly in which the item functions.

(b) The approval of the Engineer of shop drawings or samples shall not relieve the Contractor of its responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer and the Owner by separate written letter of such deviation at the time of submission and the Owner or Engineer has given written approval of the specific deviation, nor shall the approval of the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

Section 14.04. Corrections Made by Contractor. The Contractor shall make any corrections required by the Owner or Engineer and shall submit the required number of corrected copies of shop drawing or new samples until approved by Owner. The Contractor shall direct specific attention in writing or on resubmitted shop drawings or samples to revisions other than the corrections requested by the Engineer or the Owner on previous submissions.

Section 14.05. Prior Approval Required. No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Owner or Engineer. All such portions of the Work shall be performed in accordance with approved shop drawings and samples and the Contract Documents.

Section 14.06. Submittal Schedule. Within seven (7) days after execution of this Contract, the Contractor shall provide the Owner and the Engineer with a preliminary submittal schedule of the dates that each shop drawing or sample will be submitted for approval. Within thirty (30) days after execution of this Contract, the Contractor shall provide the Engineer and the Owner with a final schedule of the dates that each shop drawing or sample will be submitted for approval. The sequence of the submittals of the Contractor shall be scheduled so as to permit an orderly review by the Engineer. The schedule shall allow reasonable added time according to the number or complexity of shop drawings or samples in each submittal for the checking, correction and rechecking of corrections, as well as for return of approved or rejected shop drawings and samples to the Contractor. The submittal schedules shall allow not less than fourteen (14) calendar days for the Engineer to review any shop drawing or sample.

Section 14.07. Material Testing.

(a) If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness so the Owner or Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals required by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspection, tests or approvals.

(b) If the Owner or Engineer determines that any Work requires special inspection, testing or approval which paragraph (a) of this Section 14.07 does not include, the Owner or Engineer will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in paragraph (a) of this Section 14.07. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Owner's or Engineer's additional services made necessary by such failure; otherwise, the Owner shall bear such costs and an appropriate Contract Amendment shall be issued.

(c) Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered to the Owner.

(d) If the Owner or Engineer is to observe the inspections, tests or approvals required by the Contract Documents, they will do so promptly.

ARTICLE 15

THE RIGHT OF THE OWNER TO INSPECT AND AUDIT

Section 15.01. Right to Audit. The Contractor shall keep full and accurate records of all costs incurred and items billed in connection with any Work which records shall be open to audit by the Owner, or any authorized representative of the Owner, including but not limited to the Federal Aviation Administration and the Comptroller General

of the United States during the course of the Project and until four (4) years after the final payment by the Owner to the Contractor. In addition, the Contractor shall make it a condition of all subcontracts and sub-subcontracts entered into in furtherance of the Work that any and all subcontractors and sub-subcontractors will keep accurate records of costs incurred and items billed in connection with the subcontract (or sub-subcontract) and that such records shall be open to audit by the Owner, or any authorized representative of the Owner, including but not limited to the Federal Aviation Administration and the Comptroller General of the United States during the course of the Work and until four (4) years after final payment by the Owner to the Contractor.

Section 15.02. Review of Subcontracts. Upon request of the Owner or Engineer, the Contractor shall provide the Owner with an executed copy of all subcontracts, sub-subcontracts and purchase orders entered into in furtherance of the Work.

ARTICLE 16

SEPARATE CONTRACTS

Section 16.01. The Right of the Owner to Award Separate Contracts. The Owner reserves the right to award other contracts in connection with work at or in the vicinity of the Work and the Contractor agrees to cooperate fully and not to unreasonably interfere with the work of such other contractors.

Section 16.02. Cooperation. The Contractor shall afford the other contractors of Owner the opportunity for the introduction and storage of their materials and equipment to their work sites and for the execution of their work. The Contractor shall properly connect and coordinate the Work with work of any other contractors of the Owner.

Section 16.03. Inspection of Work of Other Contractors. If any part of the Work depends, for proper execution or result upon, the work of another contractor of Owner, the Contractor shall inspect and promptly report to the Engineer and the Owner any discrepancies or defects in such work that render it unsuitable for such proper execution or results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Work of the other contractor as fit and proper to receive the Work.

Section 16.04. Responsibility for Damage. Should the Contractor cause damage to the work or property of any other contractor of the Owner, including, but not limited to, delay, disruption, suspension of work and/or acceleration damages, the Contractor shall settle all claims with such other contractor if the other contractor will so settle. If such other contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the expense of the Contractor, or provide counsel of Owner's choice for Owner at the expense of Contractor, and if any judgment or award against the Owner results, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and other litigation costs which the Owner has incurred.

ARTICLE 17

WARRANTIES OF THE CONTRACTOR

Section 17.01. Warranty of Title. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application and Certificate for Payment, whether incorporated in the Work or not, will pass to the Owner, free and clear of all liens, claims, security interests or encumbrances (hereinafter "Liens") and that none of the Work, materials or equipment covered by an Application and Certificate for Payment will have been acquired by the Contractor, or by any other person performing any part of the Work or furnishing materials and equipment for the Work, subject to an agreement under which a lien is retained by the seller or supplier.

Section 17.02. Special Warranties. When special guarantees or warranties are required by the Contract Documents for specific parts of the Work, the Contractor shall procure certified copies of such guarantees or warranties, countersign them and submit them to the Owner in triplicate. Delivery of such guarantees or warranties will not relieve the Contractor from any obligations assumed under any provision of this Contract or the Contract Documents.

Section 17.03. Assignment of Warranties. The Contractor hereby assigns to the Owner any and all existing assignable warranties, service life policies and patent indemnities of manufacturers of materials, equipment or items incorporated in the Work. Upon the request of the Owner or the Engineer, the Contractor shall give the Owner assistance in enforcing the rights of the Owner arising under such warranties, service life policies and patent indemnities. At the request of the Owner or the Engineer, the Contractor shall give notice (with copies to the Owner) to any such manufacturers of the assignment of such warranties, service life policies and patent indemnities.

Section 17.04. General Warranty and Correction of Work.

(a) In addition to any special guarantees or warranties contained in the Contract Documents, the Contractor warrants to the Owner that all materials and equipment furnished in performance of the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective.

(b) The Contractor shall promptly correct all defective Work to comply with the Contract Documents whether observed before or after the substantial completion date and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting defective Work.

(c) If, within one (1) year after the substantial completion date, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or warranty required by the Contract Documents, any of the Work is found to be defective and not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner, or the Engineer, to do so.

(d) All defective or non-conforming Work shall be removed from the site of the Work if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor also shall bear the cost of making good all work of other contractors destroyed or damaged by removal or correction of the defective Work of Contractor.

(e) If the Contractor fails to timely and properly correct defective Work, the Owner may correct it and hold the Contractor liable for all costs, expenses and damages, including attorney's fees and litigation costs incurred by Owner in correcting it.

(f) In addition to the foregoing warranty, a warranty period of one (1) year shall apply under the same terms and conditions as the original warranty, to any work, supplied in correction of defective work under warranty pursuant to the provisions of this Section 17.04 and the Contractor shall assign to the Owner any warranties, including extended warranties, which are available in connection with the performance of such correction of defective Work. The warranty period shall commence on the date the Owner accepts the corrective Work of the Contractor.

ARTICLE 18

RIGHT OF THE OWNER TO DO WORK

Section 18.01. Right of the Owner to do Work. If the Contractor should neglect to perform the Work properly or fails to do anything required by the Contract Documents, and the Contractor does not correct the untimely or improper performance within seven (7) days after written demand is made, the Owner may, without prejudice to any other remedy it may have under this Contract or at law or in equity, make good any deficiencies in the Work, including, but not limited to, supplementing the workforces of the Contractor and deduct all costs of doing so from the payment then due or thereafter due the Contractor. The Owner shall not be required to give multiple notices to the Contractor in order to exercise its rights under this paragraph.

Section 18.02. Deduction for Uncorrected Work. If the Owner deems it inexpedient to correct deficiencies in the Work pursuant to Section 18.01 of this Contract, the Owner may deduct the reasonable cost of correcting the deficiencies, including any attorney's fees and additional fees and expenses of the Engineer, from the payment then due or thereafter due to the Contractor, but the making of such a deduction shall in no way be deemed an election of remedies by the Owner.

Section 18.03. Correction of Work before Final Payment.

(a) The Contractor shall promptly remove from the Work Site all materials, equipment or other items rejected by the Engineer or the Owner as failing to conform to the Contract Documents, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute its original work to comply with the Contract Documents without expense to the Owner. In addition, the Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

(b) If the Contractor does not remove rejected material, equipment, or other items within a reasonable time (as fixed by written notice from the Owner, or the Engineer), the Engineer or the Owner may remove such items and store them at the expense of the Contractor, or dispose of such material, equipment or other items at the sole discretion of the Owner. If the Contractor does not pay the expense of such removal or storage within ten (10) days, the Owner may, upon ten (10) days written notice, sell such items at auction or at private sale and shall account for the net proceeds of such sale, after deducting all the costs and expenses of removal that should have been borne by the Contractor.

ARTICLE 19

INSURANCE

Section 19.01. Insurance Requirements. The Contractor shall fully comply with all requirements relating to insurance for the Project as set forth in this Article 19.

Section 19.02. Owner Controlled Insurance Program. The Owner has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in and comply with all requirements of the OCIP. A copy of the OCIP Manual is attached hereto as Exhibit C and incorporated herein by reference. However, if the OCIP is not used, Contractor agrees to meet the requirements for Insurance coverage referenced in Section 19.03. A copy of the Construction Safety and Health Guidelines is attached hereto as Exhibit D and incorporated herein by reference.

Section 19.03. Contractor Provided Insurance Coverage. During the Term of this Contract, Contractor shall comply with the insurance requirements set forth in Exhibit C ("Insurance Requirements").

Section 19.04. Survival. The insurance provisions of this Article 19 shall survive any termination of this Contract.

ARTICLE 20

SURETY BONDS

Section 20.01. Surety Bonds Required. The Contractor shall furnish and keep in force throughout the performance of the Work a separate performance bond and separate labor and material payment bond, each in the amount of the total of the Contract Price (as the same may be modified from time to time) conditioned upon the faithful performance of the Work by the Contractor and payment of all obligations arising in connection with the Work by the Contractor. The bonds shall also guarantee to the Owner that the Work shall be free of all liens. The bonds shall name the Owner as obligee and shall be in such form and with such sureties as the Owner may approve prior to commencement of the Work.

ARTICLE 21

INDEMNIFICATION

Section 21.01. Indemnification of the Contractor.

(a) Without limiting any insurance required herein and to the fullest extent permitted by law, Contractor, on behalf of itself, its subcontractors, their agents, their employees or any entity or person for which the Contractor is or may be responsible (hereinafter collectively referred to as "Indemnitors"), shall fully defend, indemnify, save and hold the Owner, the Board of Commissioners of the Owner, the Program Manager, the Engineer, their agents, employees, officers, directors, partners and related entities (hereinafter collectively referred to as "Indemnitees") harmless from and against all liability, damages, loss, claims, demands, actions and expenses of any nature whatsoever, including, but not limited to reasonable attorney's fees which arise out or are connected with: (1) any negligent act, error or omission by any Indemnitor, or (2) the failure of the Indemnitor to comply with any applicable laws, statutes, ordinances, rules or regulations of any governmental or quasi-governmental authority, or (3) the material breach of any term or condition of this Contract by any of the Indemnitors.

(b) Without limiting the generality of the foregoing, the indemnity set forth in this Article 21 shall include all liability, damages, loss, claims, demands, and actions on account of personal injury, death or property loss to any third party, any Indemnitees, any of the Indemnitees' employees, agents, licensees or invitees relating to the Project and which results from the negligent act, error or omission of Contractor.

(c) When the Contractor is obligated to provide the Owner a defense hereunder, it shall do so with qualified counsel that is selected by the Contractor and approved by the Owner. Such approval shall not be unreasonably withheld. In light of the Owner and Contractor's continuing relationship, however, the potential for conflicts of interests exists if the same counsel represents both the Owner and Contractor when the Contractor accepts the Owner's tender of defense under the indemnity provision of this Contract. Therefore, the Owner retains the right to select its own counsel from a list of qualified attorneys provided by Contractor or Contractor's insurer. The selected counsel's fees and expenses shall be paid for by Contractor or its insurer, and the counsel shall be different from that selected by Contractor to represent it in the same matter.

(d) The indemnity set forth in this Article 21 shall survive any termination of this Contract.

Section 21.02. Labor Indemnity. The Contractor shall indemnify, defend and hold harmless the Owner, the Board of Commissioners of the Owner, the Program Manager, and the Engineer, their agents, employees, officers, directors, partners and related entities, from any and all administrative and judicial actions (including reasonable attorney's fees related to any such action), incurred by the Owner, the Program Manager, or the Engineer in connection with any labor related activity arising from the wrongful acts or omissions of the Contractor or its subcontractors in the performance of the Work of the Contractor. As used in this Contract, "labor related activity" includes, but is not limited to, strikes, walk-outs, informational or organizational picketing, use of placards, or distribution of hand-outs or leaflets at or in the vicinity of any facility where the Owner conducts business. The Owner shall advise the Contractor if any labor related activity occurs and the Contractor shall arrange for the legal representation necessary to protect the Owner, the Program Manager, and the Engineer provided such representation is previously approved by Owner.

Section 21.03. Royalties and Patents. The Contractor shall pay all royalties and license fees in anyway relating to the Work, shall defend all suits or claims for infringement of any patent or copyrights, and shall indemnify and hold the Owner, the Board of Commissioners of the Owner, their agents, officers, directors, partners and related entities, harmless from loss on account of such suit or claim.

Section 21.04. Attorney's Fees. In the event it becomes necessary for Owner to employ an attorney to enforce any provision of this Contract or to defend against any claim or litigation initiated by the Contractor, then the Contractor shall be liable for all attorney's fees and litigation expenses of Owner.

ARTICLE 22

RIGHT TO OCCUPY BY OWNER

Section 22.01. Early Occupancy by Owner. The Owner has the right to occupy or use ahead of schedule, at no additional cost nor obligation to Owner, all or any substantially completed or partially completed portion of the Work

when such occupancy and use are in its best interest, notwithstanding the time of completion for all of the Work. Maintenance of occupied portion will remain the Contractor's responsibility.

Section 22.02. Corrections after Occupancy. After the Owner has taken occupancy of all or any portion of the Work, the Contractor shall not disrupt the use and occupancy of the Owner to make corrections in the Work.

ARTICLE 23

DEFAULT: RIGHT TO TERMINATE BY OWNER

Section 23.01. Breach of Contract Terms. (Required by FAA) Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

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

Section 23.02. Default and Termination by Owner. (Required by FAA)

(a) The Contractor shall be considered in default of his or her Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

- (1) Fails to begin the Work under the Contract within the time specified in the Notice to Proceed, or
- (2) Fails to perform the Work or fails to provide sufficient workers, equipment and/or materials to assure completion of Work in accordance with the terms of the Contract, or
- (3) Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or
- (4) Discontinues the execution of the Work, or
- (5) Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or
- (6) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (7) Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- (8) Makes an assignment for the benefit of creditors, or
- (9) For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

Should the Engineer consider the Contractor in default of the Contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the Contract.

(b) If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the execution of the Work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and

equipment that have been mobilized for use in the Work and are acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof or use such other methods as in the opinion of the Engineer will be required for the completion of said Contract in an acceptable manner.

(c) All costs and charges incurred by the Owner, together with the cost of completing the Work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

Section 23.03. Termination for Convenience by Owner. (Required by FAA) The Owner may terminate this Contract without cause at any time by providing fifteen (15) days prior written notice to Contractor. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- (a) Contractor must immediately discontinue work as specified in the written notice;
- (b) Terminate all subcontracts to the extent they relate to the work terminated under the notice;
- (c) Discontinue orders for materials and services except as directed by the written notice;
- (d) Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed Work, supplies, equipment and materials acquired prior to termination of the Work and as directed in the written notice;
- (e) Complete performance of the Work not terminated by the notice; and
- (f) Take action as directed by the Owner to protect and preserve property and work related to this Contract that Owner will take possession.

Owner agrees to pay Contractor for:

- (1) Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
- (2) Documented expenses sustained prior to the effective date of termination in performing Work and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work;
- (3) Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- (4) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

Section 23.04. Suspension by the Owner.

(a) The Owner may order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine (hereinafter referred to as "Suspension").

(b) Provided the Suspension lasts for more than ninety (90) days, an adjustment to the Contract Price ("Adjustment") shall be made as set forth in paragraph (c) of this Section 23.02. The Substantial Completion Date shall be

extended by written Contract Amendment to the extent that substantial completion is actually delayed by this Suspension. No Adjustment shall be made to the extent:

- (1) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is in full or in part responsible; or
- (2) That an equitable adjustment is made or denied under another provision of this Contract.

(c) The amount of the Contractor's compensation for a Suspension pursuant to this Section 23.02 shall be limited to any properly documented costs of maintaining personnel and equipment in the field provided such costs are pre-approved by the Owner in writing. The Owner shall not be liable at any time for home office overhead or consequential damages. At the Owner's option, the Contractor may be ordered to demobilize its forces because the Project is suspended. In such event, the Owner will reimburse the Contractor for the reasonable cost of demobilization and remobilization.

Section 23.05. Assignment of Subcontracts. In the event of termination by the Owner pursuant to this Article 23 or Exhibit E to this Contract, the Owner may require the Contractor to promptly assign to it all or some of the subcontracts, materials, tools, and equipment to be installed under this Contract, or rental agreements, and any other commitments which the Owner, in its sole discretion, chooses to take by assignment. In such event, the Contractor shall promptly execute and deliver to the Owner written assignments of such commitments.

ARTICLE 24

HAZARDOUS MATERIALS

Section 24.01. Hazardous Materials Covenants.

(a) Contractor hereby represents and warrants to and for the benefit of Owner that the Project or Work Site will not be used or operated in any manner that will result in the storage, use, treatment, manufacture, or disposal of any Hazardous Materials (hereinafter defined) upon the Project or Work Site or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes of this Article 24, the term "Hazardous Materials" shall mean and refer to: (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (3) asbestos; (4) polychlorinated biphenyls; (5) urea formaldehyde; (6) any substance the presence of which on the premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Project or the Work Site; (7) petroleum based materials (with the exception of tires affixed to vehicles); and, (8) any other substance which is defined as hazardous, toxic, infectious or radioactive by any Laws or by any other legal requirements affecting the Project or Project site. For purposes of this Article 24, the term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Project or Project site, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water, ground water, air, or other elements on or of any other property as a result of Hazardous Materials at any time emanating from the Project or Work Site.

(b) In addition to and without limiting the generality of any other provision of this Contract, Contractor shall and hereby does indemnify and hold Owner, the Board of Commissioners of the Owner, the Program Manager, the Engineer, their agents, employees, officers, directors, partners and related entities harmless from and against any and all losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities, including, but not limited to, attorney's fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other cleanup activities, arising out of or in any manner connected with: (1) the "release" or "threatened release" (as those terms are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Contractor or Contractor's employees, agents, delegees, invitees, licensees, concessionaires, subcontractors or representatives, of any Hazardous Materials; or (2) any occurrence of Hazardous Materials Contamination affecting the Project or Work Site caused by or resulting from, in whole or in part, the operations of the Contractor or Contractor's employees, agents, delegees, invitees, licensees, concessionaires, subcontractors or representatives. The provisions of

this paragraph shall survive any payment or satisfaction of this Contract and such provisions shall remain in full force and effect.

(c) When use or storage of hazardous materials or equipment or unusual methods of construction are necessary, the Contractor shall obtain prior written approval from the Owner. The use of explosives is strictly prohibited provided, however, powder activated fasteners are permitted.

(d) If Contractor encounters on the Work Site any substance or material reasonably believed by Contractor to be hazardous, Contractor immediately shall (i) stop work in the area affected, (ii) take measures appropriate to the condition to keep people away from the suspected Hazardous Material and, (iii) report the condition to Owner in writing. If the Work is so stopped and Hazardous Material is found, the Work in the affected area shall not thereafter be resumed except by the issuance of a Construction Change Directive pursuant to Section 9.02 of this Contract. Any such Construction Change Directive shall be limited to, an adjustment to the Substantial Completion Date appropriate. If no Hazardous Material is found after the Work is stopped, no Construction Change Directive is required to resume the Work in the affected area.

ARTICLE 25

MISCELLANEOUS

Section 25.01. No Waiver. No consent or waiver, express or implied, by either party to this Contract or of any breach or default by the other in the performance of any of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of the Owner to complain of any act or failure to act of the Contractor or to declare the Contractor in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of Owner.

Section 25.02. Assignment. This Contract shall not be assigned, delegated or transferred in whole or in part by the Contractor nor shall the Contractor assign any monies due or to become due to it without the prior written consent of the Owner.

Section 25.03. Governing Law. This Contract is entered into in Tennessee and shall be governed by and construed according to the laws of Tennessee. Any and all disputes arising out of this Contract, and/or the Project shall be decided by a state or federal court of competent jurisdiction in Memphis, Shelby County, Tennessee.

Section 25.04. Execution of Contract. The parties hereby agree and express their intent to execute this Contract electronically if Owner has a designated information processing system. The parties also hereby agree that this Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Section 25.05. Article and Section Headings. Article and section headings contained in this Contract are for ease of reference only and shall not affect the interpretation or meaning of this Contract.

Section 25.06. Parties in Interest. This Contract shall inure to the benefit of and be binding upon the Parties and their respective successors, assigns and legal representatives. It is specifically agreed between the Owner and the Contractor that the Parties do not intend to create any third-party beneficiary rights by the execution of this Contract.

Section 25.07. Severability. If any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 25.08. Written Notices. Whenever by the terms of this Contract notice shall be given either to Owner or to Contractor, such notice shall be in writing and shall be sent by regular United States Postal Service, by hand-delivery, by registered or certified mail, by a nationally recognized overnight delivery service or by electronic mail with a

delivery receipt . Notice intended for Owner shall be addressed to the Vice President of Operations as follows with a copy to Owner's General Counsel at the address for regular mail:

If to the Owner, address to:

Regular Mail or Hand Delivery
Vice President of Operations
Memphis-Shelby County Airport Authority
2491 Winchester Rd., Suite 113
Memphis, Tennessee 38116-3856

Certified Mail or Overnight Delivery
4150 Louis Carruthers Drive
Memphis, TN 38118
(901) 922-8000

If to the Contractor, address to:

Either Party, from time to time, may change its address by giving written notice to the other Party.

Section 25.09. Exhibits. All exhibits described in this Contract shall be deemed to be incorporated into and made a part of this Contract. If there is any inconsistency between this Contract and the provisions of any exhibits, the provisions of this Contract shall control to the extent of the inconsistency.

Section 25.10. Entire Contract. This Contract, together with the exhibits and the other Contract Documents, constitutes the entire agreement between the Owner and the Contractor and supersedes all prior written or oral agreements, understandings, representations, negotiations, and correspondence between the Parties. This Contract shall not be supplemented, amended, or modified by any course of dealing, course of performance or usage of trade and may only be amended or modified by a written instrument duly executed by officers of both Parties.

Section 25.11. Non-Federally Assisted Projects. Regardless of the funding source for the Project, Contractor hereby agrees to comply with all nondiscrimination provisions of this Contract.

Section 25.12. Disadvantaged Business Enterprise Participation.

(a) The Project is subject to the requirements of Owner's Business Diversity Development Program (BDDP) and Small Business Participation Program (SBPP). It is the responsibility of the Contractor to see that all requirements of the BDDP and SBPP are met. The Disadvantaged Business Enterprise (DBE) participation goal for the Project is **TWENTY-SIX PERCENT (26%)**. This percentage is defined as the dollar value of subcontracts awarded to certified DBEs divided by the base bid or alternate amount. To qualify, a firm must be included on the Owner's list of certified DBE firms.

(b) Proposed changes to the designated participating DBEs during performance of the Work must be submitted to the Owner. Contractors must make every effort to replace a DBE subcontractor with another certified DBE, based on said DBEs' availability. All substitutes for DBE subcontractors or joint ventures require prior approval of the Owner, such approval not to be unreasonably withheld; and said approval may be granted for reasons including, but not limited to, the following: (1) subcontractor requests that its subcontract or joint venture agreement with the prime contractor be voided; (2) subcontractor is unable to perform the Work; and/or (3) subcontractor has consistently performed unacceptable work.

(c) A determination by the Owner that the Contractor has either failed to comply with this Section 25.12, to timely submit to Owner requested documentation related hereto, to cooperate with Owner, or to answer inquiries truthfully shall subject the Contractor to any or all of the following penalties:

- (1) Withholding from the Contractor all future payments under this Contract until the Contractor is in compliance; and/or
- (2) Cancellation, termination or suspension of this Contract, in whole or in part; and/or
- (3) Payment by the Contractor to the Owner of an amount equal to the difference in the DBE dollar value achieved in documented DBE participation or any lesser amount or penalty as deemed appropriate by the Owner, which dollar value shall be considered liquidated damages for failure to perform the requirements of this Contract and for which the Contractor and all of its subcontractors agree to be bound.

(d) A violation of this provision shall be considered a material breach of this Contract. If, in the opinion of the Owner, the Contractor has made significant deviations from the DBE program commitments, such deviations shall be considered a breach of this Contract.

Section 25.13. No Financial Benefit. Contractor understands and agrees that no Owner employee or member of the Board of Commissioners, Memphis City Council or Shelby County Commission shall receive any financial benefit arising out of this Contract, either directly or indirectly. Further, any fees paid to any person or entity by Contractor for assistance in obtaining this Contract with Owner must be fully disclosed to Owner. Notwithstanding any term, condition, obligation or provision in this Contract, any other writing, any other agreement, any oral understanding or agreement, or any conduct or failure to act by the Owner, Contractor stipulates and agrees conclusively that Contractor has against the Owner no right, entitlement or claim for any payment, compensation, cost or remuneration of any type other than pursuant to the terms of this Contract.

ARTICLE 26

FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED CONTRACT PROVISIONS

Section 26.01. FAA Required Provisions. Federal laws and regulations require that specific contract provisions be included in certain contracts and subcontracts. All such provisions are set forth in Exhibit E, which is attached hereto and incorporated herein by reference. Contractor hereby agrees to insert these provisions in each contract and subcontract (to the extent applicable) related to the performance of this Contract and to require each of its subcontractors to do the same. Contractor also hereby agrees to incorporate these provisions by reference for work done under any purchase order, rental agreement or other agreement for supplies or services related to the performance of this Contract. Contractor further agrees to be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor or service provider. Contractor acknowledges that the FAA prevents any modification to these provisions that creates a conflict with federal laws and regulations or changes the intent of the required provision.

ARTICLE 27

STATE REQUIRED CONTRACT PROVISIONS

Section 27.01. State of Tennessee Laws and Regulations - Grant Contract Provisions. State laws and regulations require that specific contract provisions be included in certain contracts and subcontracts. All such provisions are set forth in Exhibit F, which is attached hereto and incorporated herein by reference.

*The remainder of this page intentionally left blank.
[Signature page to follow.]*

IN WITNESS WHEREOF, the Parties have made and executed this Contract as of the day and year first above written.

**MEMPHIS-SHELBY COUNTY
AIRPORT AUTHORITY**

CONTRACTOR

By: _____

By: _____

Title: President and CEO

Title: _____

Approved as to Content:

By: _____

Title: Vice President of Operations

Approved as to Form and Legality:

By: _____

Title: General Counsel

Reviewed and Approved:

By: _____

Title: Director of Development

**EXHIBIT A
TO
UNIT PRICE CONSTRUCTION CONTRACT
FOR
TERMINAL APRON RECONSTRUCTION (including Concourse C Demo) – CONSTRUCTION

BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND
(CONTRACTOR NAME)**

SCOPE OF WORK

The project includes reconstruction of approximately 8,500 SY of existing apron pavement, and the demolition of the south end of Concourse C. The scope of work for the apron reconstruction includes removal of existing pavement, subgrade preparation, installation of underdrain piping, utility demolition and installation, abandonment of existing fuel line and fuel pits, and new airfield pavement. The scope of work for the Concourse C demolition project includes mechanical demo/termination of duct work, plumbing demo/termination of sanitary sewer lines, electrical demo/termination of existing circuits and low voltage data cabling. Reconnection of chilled water, hot water, and domestic water lines. Hauling of demolished material/rubble and backfilling of existing tunnel. Masonry and Glass/Glazing work to close off new end of Concourse C. The scope of work is more specifically described in the Contract Documents, as defined in Article 2 of this Contract.

**EXHIBIT B
TO
UNIT PRICE CONSTRUCTION CONTRACT
FOR
TERMINAL APRON RECONSTRUCTION (including Concourse C Demo) – CONSTRUCTION

BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND
(CONTRACTOR NAME)**

CONTRACT DOCUMENTS

NON-TECHNICAL SPECIFICATIONS

DIVISION 0

00001	Project Title Page
00007	Professional Seals
00010	Table of Contents
00015	List of Drawings
00100	Legal Notice to Bidders
00200	Instructions to Bidders/Proposers
00405	Proposal
00410	Proposal Guarantee
00440	Buy American Certification
00445	Disadvantaged Business Enterprise (DBE) Requirements
00490	Addenda and Modifications
00500	Construction Contract
00605	Certificate of Secretary
00610	Performance Bond & Labor and Material Payment Bond
00630	Application for Payment
00640	Business Diversity Monthly Compliance Report
00661	Davis-Bacon Wage Determination
00663	Labor Standards Interview
00765	Supplemental Provisions
00801	Airport Construction Safety Requirements
00802	Airport Security Requirements

General Provisions

Section 10	Definition of Terms
Section 20	Proposal Requirements and Conditions
Section 30	Award and Execution of Contract
Section 40	Scope of Work
Section 50	Control of Work
Section 60	Control of Materials
Section 70	Legal Regulations and Responsibility to Public
Section 80	Execution and Progress
Section 90	Measurement and Payment
Section 150	FAA General Provisions Addendum

General Construction Items

C-100	Contractor Quality Control Program CQCP
C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
C-105	Mobilization
C-110	Method of Estimating Percentage of Material Within Specification Limits (PWL)

DIVISION 1 – GENERAL REQUIREMENTS

01100	Summary of Work, Sequence of Construction & Liquidated Damages
01125	Renovation
01210	Allowances
01230	Alternates
01250	Amendment Procedure
01310	Preconstruction Conference & Progress Meetings
01320	Schedules and Reports
01321	Construction Surveying
01322	Aerial Photographs
01325	Delays and Extension of Time
01330	Submittals
01351	Storage and Protection
01353	Radio Communications
01455	Quality Control and Quality Assurance Testing Programs
01500	Construction Facilities and Temporary Controls
01600	Product Requirements
01630	Product Substitution Procedures
01700	Field Engineering
01720	Project Record Documents
01730	Cutting and Patching
01741	Cleaning
01770	Close-Out Procedures
01771	Affidavit of Contractor
01772	Final Waiver and Release of Lien: PRIME
01774	Contractor Warranty Form
01775	Consent of Surety Company to Final Payment
01783	Electrical Characteristics, Capacities, and Wiring Diagrams
01784	Manufacturer's Supervision

TECHNICAL SPECIFICATIONS

DIVISION 2 - SITE WORK

C-100	Contractor Quality Control Program (CQCP)
C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
C-105	Mobilization
S-100	Special Technical Provisions – Safety & Security
S-101	Underground Utility Markers
S-102	Porous Bituminous Base Course
S-103	Exterior Building Repairs
S-105	Water Distribution
P-101	Preparation / Removal of Existing Pavements
P-150	Demolition
P-152	Excavation, Subgrade, and Embankment
P-153	Controlled Low-Strength Material (CLSM)
P-155	Lime-Treated Subgrade
P-209	Crushed Aggregate Base Course

P-219	Recycled Concrete Aggregate Base Course
P-220	Cement Treated Soil Subbase Course
P-304	Cement-Treated Aggregate Base Course
P-306	Lean Concrete Base Course
P-501	Cement Concrete Pavement
P-605	Joint Sealants for Pavements
P-610	Concrete for Miscellaneous Structures
P-620	Runway and Taxiway Marking
D-701	Pipe for Storm Drains and Culverts
D-705	Pipe Underdrains for Airports
D-751	Storm Drain Manholes, Inlets and Trench Drains

DIVISION 3 - CONCRETE

03250	Bentonite Waterstop
03300	Cast-in-place Concrete
03700	Concrete Rehabilitation

DIVISION 4 - MASONRY

04100	Mortar
04200	Unit Masonry

DIVISION 5 - METAL

05120	Structural Steel
05500	Metal Fabrications
055213	Pipe Handrail

DIVISION 6 - WOOD AND PLASTIC

06100	Rough Carpentry
06160	Sheathing

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

071416	Cold Fluid-Applied Waterproofing
071616	Crystalline Waterproofing
07200	Insulation
072419	Exterior Insulation and Finish System Class PB
072726	Fluid-Applied Membrane Air Barrier
07600	Flashing and Sheet Metal
07900	Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

08100	Metal Door Frames
08400	Aluminum Storefront
08800	Glass and Glazing

DIVISION 9 - FINISHES

09100	Metal Support Systems
09250	Gypsum Wallboard
09441	Epoxy Terrazzo

09500	Acoustical Ceilings
09900	Painting
09910	Exterior Painting

DIVISION 10 - SPECIALTIES

Section Not Used

DIVISION 11 - EQUIPMENT

Section Not Used

DIVISION 12 - FURNISHINGS

Section Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

13281	Asbestos Abatement
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DIVISION 14 - CONVEYING SYSTEMS

14720	Passenger Boarding Bridge Removal/Storage
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DIVISION 15 - MECHANICAL

15050	General Provisions, Basic Materials and Methods
15195	Mechanical Identification
15400	Plumbing
15950	Testing, Adjusting, and Balancing

DIVISION 16 - ELECTRICAL

16000	Electrical General Provisions
16050	Basic Materials and Methods
16450	Grounding and Bonding of Electrical Systems
16460	Grounding and Bonding of Communications Systems
16720	Fire Alarm System
16752	Structured Cabling System

Appendices

Appendix A MSCAA Design Guide – Construction Standards
 MSCAA Comprehensive Storm Water Pollution Prevention Plan

LIST OF DRAWINGS

DRAWINGS, Entitled Terminal Apron Reconstruction (including Concourse C South Demo) - Construction, Issued for Bid/Construction, dated 6/1/2022, with revisions, as noted on the drawing sheets:

<u>SHEET NO.</u>	<u>INDEX OF SHEETS</u>
C0.00 / 1 OF 14	COVER SHEET
C0.01 / 2 OF 14	GENERAL NOTES

C0.02 / 3 OF 14	SUMMARY OF QUANTITIES
C1.11 / 4 OF 14	PROJECT ACCESS & SAFETY NOTES
C3.01 / 5 OF 14	GRADING & DRAINAGE PLAN
C3.61 / 6 OF 14	EROSION CONTROL PLAN
C6.01 / 7 OF 14	DRAINAGE PLAN & PROFILE
C9.01 / 8 OF 14	CONSTRUCTION DETAILS
C9.02 / 9 OF 14	CONSTRUCTION DETAILS
C9.03 / 10 OF 14	CONSTRUCTION DETAILS
C9.04 / 11 OF 14	FLUME DETAILS
C9.05 / 12 OF 14	WET WELL / PUMP DETAILS
C9.06 / 13 OF 14	WET WELL / PUMP DETAILS
C9.07 / 14 OF 14	GENERATOR DETAILS

**EXHIBIT C
TO
UNIT PRICE CONSTRUCTION CONTRACT
FOR
(PROJECT NAME)**

**BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND
(CONTRACTOR NAME)**

OWNER CONTROLLED INSURANCE PROGRAM

C.1. Owner Controlled Insurance Program

The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide **Workers' Compensation, Employer's Liability, Commercial General Liability, Excess Liability and Builders' Risk insurance** for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided by the OCIP is included in the MSCAA OCIP Manual, (hereinafter called the Manual), a copy of which is attached hereto and made a part of this Agreement and should be attached to and incorporated in every subcontract. All terms and conditions of Exhibit C will apply during the term of the contract. The Owner agrees to pay all premiums associated with the OCIP.

While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all the insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by Owner, the Contractor and all Subcontractors working on the Project will be responsible for providing certain insurance as specified in paragraph C.2. Contractors and eligible Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

C.1.1. Applicability of the OCIP

Participation in the OCIP by the Contractor and all eligible Subcontractors is mandatory but not automatic. The Contractor and each eligible Subcontractor (as defined below) must follow the enrollment procedures shown in the Manual. The Contractor shall comply with all requirements of the OCIP as outlined in the OCIP Manual and shall require all eligible Subcontractors to comply with requirements of the OCIP manual. The Manual may be updated and revised during the course of construction to reflect any changes in State Law, Rules and/or Regulations or Procedures that may be necessary or appropriate, and said revisions will replace all previous versions. Copies of any revised Manual will be distributed by the OCIP Administrator.

- If the Contractor or any eligible Subcontractor fails to enroll any of its eligible Subcontractors of any tier, it will be subject to a penalty charge of the full and complete deduct as shown in C.1.2.c or 3% of the subcontract cost, whichever is greater. Note: Collection of the penalty charge of any non-enrolled contractor(s) of any tier does not provide automatic coverage in the program.
- If any Contractor or any eligible Subcontractor enrolls in the OCIP more than 30 days after its start date, it will have to provide a No Known Loss Letter to the Carrier along with the enrollment documentation.

Eligible Subcontractor includes all Subcontractors providing or subcontracting for direct labor on any Designated Project (see definition of ineligible Subcontractors below).

Ineligible Subcontractor includes (but is not limited to) subcontractors performing any type of environmental remediation work (example: asbestos or underground tank removal), consultants, suppliers (that do not perform or subcontract installation), vendors, materials dealers, guard services, janitorial services, truckers (including trucking to any Designated Project where delivery is the only scope of work performed), employee leasing companies, temporary labor services and other temporary project services. However, such Employee leasing and temporary labor service companies can be

insured by the OCIP but must be submitted for review to the OCIP administrator prior to acceptance.

A Designated Project is a project designated and approved by the Owner as a Designated Project and enrolled by the OCIP Administrator with the insurance company. This project is a Designated Project. A Designated Project includes operations necessary or incidental to the Work. The Contractor's/Subcontractor's regularly established workplace, plant, factory, office, shop, warehouse, yard, or other property even if such operations are for fabrications of materials to be used at the job site or training of apprentices will be considered off-site and not covered by the OCIP.

Unless otherwise directed by the Owner, the Contractor, eligible Subcontractors, and all Subcontractors not enrolled in the OCIP, will be required to maintain at least the insurance coverages set forth in paragraph C.2 and are required to participate in the MSCAA OCIP Safety Program. Contractor will promptly furnish the Owner, or their designated representative, certificates of insurance giving evidence that all required insurance is in force.

C.1.2. Contractor Insurance Cost Identification

The Contractor and eligible Subcontractors will exclude their cost for all insurance coverages to be provided by the Owner for the work at any Designated Project from their bid. The Contractor and each Subcontractor of any tier warrant that all insurance premium calculations for work performed at the Designated Project Site have been correctly identified and removed from their bids.

C.1.3. Change Order Pricing

Contractor and all enrolled Subcontractors will price each change order to exclude the cost of insurance.

C.1.4. Assignment of Return Premiums

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. In consideration of the Owner's provision of said coverages under the OCIP program, the Contractor and eligible Subcontractors agree to:

- 1) Exclude all applicable insurance costs for coverage provided by the Owner associated with their contract work and excluded from their bid; and cooperate with the OCIP Administrator in the administration of the OCIP.
- 2) Irrevocably assign to and for the benefit of the Owner, all return premiums, premium refunds, premium discounts, dividends, retentions, credits, and any other monies in connection with the OCIP insurance. Contractor also assigns its right of cancellation of all insurance policies provided by Owner. Contractor agrees to evidence such assignment by executing and delivering the Form-2. Contractor further agrees to require each eligible Subcontractor to execute the assignment on the Form-2, for the benefit of the Owner.

C.1.5 Audit of Contractor and/or Subcontractor Payroll

For insurance purposes, the Contractor and all tiers of Subcontractors agree to keep and maintain accurate and classified records of their payroll for operations at any Designated Project. Contractor and all eligible Subcontractors agree to furnish a copy of the Monthly Payroll Reporting Form, Form 5, to the OCIP Program Administrator by the 20th of each month and attach a copy of the Form-5, to their monthly pay application. If this report (Form-5) is not attached to the monthly pay application, payment may be held until the report is received.

The Contractor and all eligible Subcontractors will permit the Owner and its representative to examine and/or audit its books and records pertaining to any Designated Project. Contractor and eligible Subcontractor will also provide any additional information to the Owner, or its appointed representatives as may be required. At the end of each contract, an audit may be performed of the reported payroll by the OCIP Carrier.

Upon Final Completion of each contract, the Contractor and eligible Subcontractors will furnish a completed and signed Form-4 - Notice of Anticipated Completion Form (a copy of which is attached hereto as "Form-4") to the OCIP Administrator, together with all required documentation.

Demobilization payments will not be released until all closeout documentation has been received and approved.

C.1.6. OCIP Deductibles

General Liability:

If a claim arises under the Owner provided Commercial General Liability OCIP policy from the partial or sole negligence of a Contractor or Subcontractor, or for violation of any OCIP Safety Requirements, such Contractor or Subcontractor shall be responsible for reimbursing the Owner's deductible to the extent of their respective negligence, as determined solely by owner, up to a maximum of \$10,000 per occurrence per Contractor.

Builders Risk:

The Contractor shall be responsible for a deductible of \$25,000 for each and every loss.

C.1.7. Termination/Modification of the OCIP

The Owner reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, the Owner will provide thirty (30) days advance written notice of termination or material modification to the Contractor and all eligible Subcontractors covered by the OCIP. In such event, the Contractor will promptly obtain appropriate replacement insurance coverage acceptable to the Owner. Written evidence of such insurance will be provided to the Owner prior to the effective date of the termination or modification of the OCIP coverages. The reasonable cost of such replacement insurance will be reimbursed by the Owner to the Contractor.

SPECIAL NOTE: The Contractor and eligible Subcontractors who have completed their work at any Designated Project and whose insurance as provided by MSCAA OCIP has been terminated, and who returns to the site to perform warranty work does so under its own insurance coverages and not under those provided by MSCAA OCIP.

C.2 Contractor Provided Coverages

All insurance obtained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in Tennessee and acceptable to Owner.

Prior to the commencement of any operations by or on behalf of the Contractor relating to the Project, and with respect to any and all such operations, the Contractor shall procure, maintain and provide to Owner and the Program Manager:

- 1) Evidence of Contractor's **Commercial Automobile Liability Insurance**. A certificate of insurance and copy of endorsement shall be provided as evidence of:
 - a) Coverage for Owner, their officers, directors and employees as additional insureds.
 - b) Coverage to apply to all liability arising out of the ownership or use of all vehicles owned by, hired by, or used on behalf of the Contractor.
 - c) Waiver of Subrogation to be provided in favor of the Owner, the Design Professional, the Program Manager and their officers, directors, and employees.
 - d) If hazardous materials or waste are to be transported, the policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

This insurance shall be for an amount not less than \$1,000,000 combined single limit liability.

- 2) Evidence of Contractor's **Workers' Compensation and Employer's Liability Insurance**. A certificate of insurance or, at Owner's request, a certified policy copy shall be provided as evidence of:
 - a) Coverage for claims for damages arising out of bodily injury, occupational sickness or disease or death of Contractor's employees under any applicable workers' compensation statute or any other applicable employers' liability law. Certificate of insurance or policy must clearly identify that coverage applies in the state of Tennessee.
 - b) A waiver of subrogation by the insurer against the Owner the Design Professional, the Program Manager and their officers, directors and employees.
 - c) This insurance shall include Employer's Liability limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease in the aggregate.
 - d) All Enrolled Contractors must provide Workers' Compensation and Employer's Liability insurance covering all employees for injuries that occur AWAY from the Designated Project Site or after OCIP termination, expiration, or cancellation.
 - e) Ineligible subcontractors or subcontractors not enrolled must provide coverage for ALL operations.

- 3) Evidence of Contractor's **Commercial General Liability Insurance**. Certificate of insurance and copies of endorsements to Contractor's primary commercial general liability policy and shall be provided as evidence of:
- a) Coverage for Owner and the Design Professional, Program Manager, their officers, directors and employees as additional insureds as respects claims or liabilities arising from or connected with Contractor's work, operations and completed operations. The additional insured endorsements shall be at least as broad as the ISO CG 2010 (1001) during the course of construction and CG2037 (1001) until the expiration of the statute of repose, or its carrier equivalent.
 - b) Coverage shall be primary and non-contributing with any coverage Owner maintains in its own name and on its own behalf.
 - c) Coverage shall be written on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the ISO Commercial General Liability coverage form, CG 0001. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, contractual liability or construction defects. In addition to procuring and maintaining this insurance during the duration of the contract, contractor agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of six (6) year(s) after the date the contract is completed or terminated or in accordance with the applicable statute of limitations under state law, whichever is longer.
 - d) Waivers of subrogation by insurers against Owner, Design Professional, Program Manager and their officers, directors and employees.
 - e) Contractual Liability Insurance applicable to the indemnification agreement contained in Section 21.01 of this Agreement.
 - f) The required amounts of primary Commercial General Liability Coverage in the amount of:

\$1,000,000	Bodily Injury and Property Damage Limit for each occurrence
\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate (Annual)
\$2,000,000	Products/Completed Operations Aggregate (annual)

 The general aggregate limit shall apply separately to each project.
 - g) All Enrolled Contractors must provide General Liability insurance covering third-party losses that occur AWAY from the Project Site (including products liability for any product manufactured, assembled or otherwise worked upon away from the Designated Project Site) or after OCIP termination, expiration or cancellation.
 - h) Ineligible contractors or subcontractors not enrolled must provide coverage for ALL operations.
 - i) The policy will be endorsed to exclude any "Designated Project" for onsite coverage only, if you are a participant in the OCIP.
- 4) Evidence of Contractor's **Excess or Umbrella Liability Insurance**. Certificate of insurance and copies of endorsements to Contractor's Excess or Umbrella liability policy and shall be provided as evidence of this excess liability or umbrella insurance with an annual an aggregate amount of not less than \$25,000,000 for the Contractor and \$1,000,000 limits required of subcontractors unless otherwise stated in the Contract Documents and shall be excess and follow form over primary coverages included herein. Such coverage will be excess and "drop down" for defense and indemnity in the event of exhaustion of the underlying insurances of Commercial, Automobile, Liability, Employer's Liability and the Commercial General Liability policies.
- 5) Evidence of **Professional Liability Insurance** (If Applicable):
 Per Claim and in the Aggregate: Not Applicable
 All professional services firms must provide professional liability insurance appropriate for their profession. Architectural and engineering firms must provide coverage for liability arising out of design errors and omissions. The policies shall provide a three (3) year extended reporting period.
- 6) Evidence of **Contractors Pollution Liability Insurance** (If Applicable):
 Each Occurrence Limit and in the Aggregate: \$2,000,000
 Coverage applies to third-party bodily injury and property damage claims (including natural resource damage), and clean-up costs, caused by pollution conditions which result from covered operations performed by, or on behalf of,

contractors and subcontractors of all tiers at the Designated Project Site. Coverage shall apply to claims for mold and fungus damage that result from the work as well as gradual and sudden and accidental pollution incidents arising from activities of the contractors working at the project site.

Coverage must be evidenced for on-site and off-site transportation which may result in a pollution incident/event and non-owned disposal site coverage (if applicable to the project).

The policy shall be endorsed to provide a Waiver of Subrogation in favor of the Owner, Design Professional and Program Manager. In addition, the Owner, their officers, directors, and employees shall be included as Additional Insureds.

7) **Evidence of Contractor's Equipment Insurance:**

The Contractor is responsible for their tools and equipment including, but not limited to, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed. Contractor acknowledges and agrees that the Owner will not be responsible for any loss or damage to their tools and equipment. If insured, the Contractor's insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of the Owner. If uninsured, the Contractor will hold harmless the Owner, Program Manager and Design Professional for loss or damage to their tools and equipment.

8) **Aircraft/Aviation Liability Insurance** (If Applicable): Not Applicable

Each Occurrence Limit and in the Aggregate (including passenger liability):

The operator of an aircraft of any kind, whether manned or unmanned, must maintain liability insurance covering bodily injury and property damage on a Combined Single Limit basis. If non-employee passengers are carried, there cannot be a per-passenger sublimit.

Prior to commencing operations, the operator must provide the Owner with a certificate of insurance naming the Owner, their officers, directors and employees as additional insureds on a primary and non-contributory basis. Operator and their insurer(s) must hold the Owner harmless and waive subrogation with respect to damage to the aircraft

If aircraft is to be used to perform lifts at the Designated Project Site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment being lifted.

NOTE: If the Contractor and / or eligible Subcontractor participating in the OCIP choose(s) to have the policy endorsed to include any "Designated Project" site during the construction period, coverage should be Excess and/or Difference in Conditions (DIC) of the OCIP and this cost should not be passed back to the Owner. Inclusion of any "Designated Project" Site on such insurance policies shall not replace the OCIP coverage or otherwise affect the cost identification requirement in paragraph C.1.2.

C.2.2. Contractor's Insurance Primary.

Any coverage applicable to Owner under Contractor's insurance policies shall be primary and non-contributing with any insurance maintained by Owner in its own name and on its own behalf. Copies of endorsements to Contractor's policies shall be provided to Owner.

C.2.3. Cancellation.

All such insurance shall be in form and substance satisfactory to the Owner and shall provide that not less than thirty (30) days' notice of cancellation or non-renewal, other than non-payment of premium which shall be ten (10) days' notice, be provided to Owner. If unavailable, Contractor must provide Owner with thirty (30) days' advance written notice of cancellation, other than non-payment of premium, which shall be ten (10) days' notice. Contractor must notify Owner of any material change or reduction in coverage to the Contractor's insurance policies.

C.2.4. Certificates of Insurance - Contractor Provided Insurance Coverage Requirements

As shown in Section C.2

Description of Operations for contractors participating in the OCIP shall read:

Workers' Compensation and Commercial General Liability coverages shown above do not apply to any Designated Project at the Memphis International Airport.

Additional Insured Wording for Contractors shall read:

Memphis-Shelby County Airport Authority, Program Manager, Design Professional and their officers, commissioners, agents and employees as now or hereafter exist as respect to the services / work to be performed under this Agreement, for coverages as required by contract 13-1368-02.

Additional Insured Wording for Subcontractors shall read:

For Subcontractors participating in the OCIP

The Memphis-Shelby County Airport Authority, Program Manager, Design Professional and their officers, commissioners, representatives, agents, and employees ATIMA are additional insureds for coverages as required by contract 13-1368-02.

For Subcontractors not participating in the OCIP

The Memphis-Shelby County Airport Authority, Program Manager, Design Professional and their officers, commissioners, representatives, agents and employees ATIMA and Awarding Contractor are additional insureds as respect to the services / work to be performed under this Agreement for coverages as required by contract 13-1368-02.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT OWNER MAY REQUIRE FROM CONTRACTOR AND SUBCONTRACTORS, THEN CONTRACTOR AND SUBCONTRACTORS SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

Filing of Certificates

Certificates of insurance acceptable to the Owner shall be filed with the Owner by furnishing to the OCIP Administrator, prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment.

A sample is provided of a certificate of insurance is provided in the OCIP Manual.

MSCAA OCIP

c/o Willis Towers Watson National Project Insurance Practice.

Attn: OCIP Administrator

15305 North Dallas Parkway, Suite 1100

Addison, TX 75001

C.2.5. The Right of the Owner to Maintain Insurance.

In the event the Contractor fails to furnish and maintain the required insurance or to furnish certificates of insurance, the Owner shall have the right, at its option, to terminate this Agreement or to take out and maintain such insurance and hold the Contractor liable for the cost. Compliance by the Contractor with the requirements of this Article shall in no way relieve the Contractor from liability under any provision of this Agreement or the Contract Documents.

C.2.6. Other Insurance

Any type of insurance or any increase of limits of liability not described in this section which the Contractor or any Subcontractor requires for their own protection or on account of any statute will be their own responsibility and their own expense. Any type of insurance or any increases of limits of liability not described herein that the Contractor or any Subcontractor requires for its own protection or on account of statute shall be its own responsibility and its own expense. If the Contractor or the Subcontractors maintain any insurance policies covering owned, leased or borrowed, equipment, such policies shall contain a waiver of subrogation against the Owner. Each item must be shown as a line item and approved by the Owner.

C.2.7. Deductibles

The Contractor shall be responsible for the payment of the deductible amounts for any insurance in force pursuant to this Agreement whether such insurance is furnished by the Owner or the Contractor.

C.2.8. Insurance for Project Property While outside the United States and Canada.

If any project property is in transit or is located outside the continental United States or Canada for any reason, Contractor shall arrange to insure such property for its full replacement value separate from the other insurance described herein.

C.2.9. Subcontractors Flow-Down Clause.

Subcontractors of all tiers are subject to the same insurance requirements as Contractor. Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain such insurance and upon request, must promptly furnish Owner with copies of certificates of insurance evidencing coverage for each Subcontractor.

C.2.10. No Representation of Coverage Adequacy.

In specifying minimum Contractor insurance requirements, Owner does not represent that such insurance is adequate to protect Contractor for loss, damage or liability arising from its work. Contractor is solely responsible to inform itself of the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth in minimum amounts shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude Owner from taking such other actions as is available to it under any other provision of the contract.

C.2.11. Contractor Responsibilities

The Contractor will cooperate with and will require all eligible Subcontractors to cooperate with The Owner and/or the OCIP Administrator with regards to the administration and operation of the OCIP. The Contractor and eligible Subcontractors responsibilities will include, but not be limited to:

- 1) Compliance with all rules and regulations of the applicable State Insurance Bureau/Board; failure to meet state requirements may result in fines being assessed, and, if this occurs, the Owner shall deduct from monies due or to become due under the provisions of this contract for any applicable fines that are assessed against the Owner, the Contractor or any eligible Subcontractor;
- 2) Compliance with applicable Construction Safety Program;
- 3) Provision of necessary contract, operations and insurance information, including verification of current Worker's Compensation Experience Modifier;
- 4) Cooperation with any insurance company or OCIP Administrator with respect to requests for claims, payroll or other information required under the program;
- 5) The Contractor and all eligible Subcontractors shall adhere to and perform all reporting requirements as set forth in the Claims Procedures portion of the OCIP Program Manual.

C.2.12. Contractor's Responsibility for its Subcontractors.

The Contractor will include this Exhibit and the Manual with the bid documentation. The Contractor will require that all eligible Subcontractors participate in the OCIP and comply with all rules and procedures as outlined in MSCAA Enrollment Process Summary. It will be the Contractor's responsibility to submit to The Owner and its designated representative all bid documentation for approval. If Contractor fails to comply with this section and any eligible Subcontractors do not enroll in the program, the Owner has the right to retain the 3% of subcontracted work as a penalty from the awarding Contractor/Subcontractor as set out in C.1.2.c.

C.2.13. Approval of Forms and Companies

All insurance described in this Section will be written by an insurance company or companies satisfactory to the Owner and licensed to do business in Tennessee and will be in a form and content satisfactory to the Owner. No party subject to the provisions of this contract will violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

C.2.14. Coverage to be provided by Contractor during Warranty Period

During the period following the final acceptance date and prior to expiration of the warranty period hereunder, Contractor will maintain in full force and effect all insurance as specified in paragraph C.2 covering all Work performed during such period.

C.3. Waiver of Subrogation and Waiver of Rights of Recovery

Owner Controlled Insurance Program

Except as respects any deductibles identified above, Owner waives all rights of subrogation and recovery against the Contractor and all Subcontractors of all tiers to the extent of any loss or damage, which is insured under the OCIP. Except as respects the deductibles identified above, Contractor waives all rights of subrogation and recovery against the Owner, Design Professional and Program Manager, other Contractors and Subcontractors of all tiers to the extent of any loss or damage, which is insured under the OCIP. The Contractor and each Subcontractor will require all Subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work on any Designated Project.

Contractor Provided Coverages

Contractor waives all rights of subrogation and recovery against the Owner, Design Professional and Program Manager, to the extent loss or damage is insured under the Contractor's policies. The Contractor and each Subcontractor will require all Subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work on any Designated Project.

C.4. Project Safety Administration

It is the responsibility of the Contractor to maintain total control of safety to ensure that its employees and the general public will be provided an environment free of recognized hazards during construction activities. In carrying out this policy it is clear the only accepted level of performance is to be "Incident Free" on this project each and every day.

A. Project Safety Manual

The safety requirements of any Designated Project Safety Manual are a supplementary document to all Government rules, codes and regulations. It is understood that the ultimate responsibility for providing a safe place to work rests with each individual Contractor. All Contractors are responsible for full compliance with the requirements and standards referenced in the manual.

B. New Employee Orientation

Each new Contractor or Subcontractor employee will be required to attend an orientation program. This orientation is designed to communicate all project specific safety policies, procedures, and expectations of "the Safety Team" in regard to the construction of any Designated Project.

C. Contractor Safety Program Review

To proactively monitor the safety, health and environmental performance of Contractors and Subcontractors the Owner and/or his Representative, will be conducting a periodic review of Contractor or Subcontractor safety programs. This will be a formal process, which will be done with or without advanced notice. Upon completion of the Safety Program Review, a list of recommendations will be provided to the Contractor or Subcontractor. There will be a timeline developed and agreed upon for the purpose of abating any deficiencies in the Contractor or Subcontractor safety program.

C.5. No Release

The provision of the OCIP by The Owner will in no way be interpreted as relieving the Contractor or any Subcontractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

C.6. CIP Exclusion Limitation

If any party's insurance includes an exclusion tied to Controlled Insurance Programs (a.k.a. "wrap-ups" or "CIPs") or other project-specific insurance, it may apply only to the extent of coverage available to that party under the CIP or other Sponsor-provided insurance. Such exclusion may not be broader than what the CIP or such other Sponsor-provided insurance actually covers.



MSCAA OCIP IV

An Owner Controlled Insurance Program Manual for Construction Projects

Revision	Revision Summary	Date
0	First Issue for OCIP IV Projects	4-26-17
1	Update to Zurich Claims Team	4-5-18
2	Update to Zurich Claims Team	10-18-18
3	Update to Willis Towers Watson Service Team	9-22-21

MSCAA OCIP – ENROLLMENT SUMMARY

Contract Bid – All Contractors/Subcontractors

Bid package will be furnished to bidders

1. All eligible Contractors/Subcontractors of every tier will exclude their cost of insurance for coverage provided by the Owner from their bid. Contractors and eligible Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that the OCIP insurance identification cost is accurate.
2. Contractors and Subcontractors at any tier shall not charge any eligible Subcontractor for its participation in the OCIP.
3. Workers' Compensation – Tennessee Payroll Rules are applicable to WC payroll. First dollar coverage is given to all Contractors on WC.
4. General Liability – Mandatory deductible not to exceed \$10,000 will apply to any loss as described in the OCIP manual. 5% credit will be applied to Contractor's premium for this deductible

Contract Award

Once notification of contract award has been received, all eligible Contractors/Subcontractors of every tier will complete and submit Form 2 with the required certificate of insurance. Any Contractors or Subcontractors who enroll in the OCIP 30 days after their start date will have to provide a No Known Loss Letter to the Carrier along with the enrollment documentation. The OCIP Administrator will:

- 1) Assign a location code for this contract, forward the **Form 2** to the insurance carrier for enrollment into program
- 2) Issue a certificate of insurance which will reflect all OCIP coverages. The original copy will be sent to the enrolled contractor/Subcontractor with a copy to their awarding contractor.

Change Order

Contractor and all enrolled Subcontractors will price each change order to exclude the cost of insurance provided by the Owner.

Monthly Payroll Reporting

The Enrolled Contractor/Subcontractor will receive a Payroll Request e-mail from the following email address "On behalf of Willis Admin(noreply-144@servmax.com)" at the beginning of each month during construction reminding them to complete their payroll report via the link in the email by the payroll due date. The payroll link will expire in 30 days. If the payroll link expires please contact your Willis Towers Watson CIP Administrator or call the toll free number (844) 260-9015 to receive an updated link.

If Contractor/Subcontract receives additional contracts

Once the contractor/Subcontractor has enrolled in the OCIP, all additional contract bids must also exclude the Contractor's cost of insurance for coverage provided by the Owner. **Form 2** must be submitted to the OCIP Administrator to receive confirmation of enrollment in the OCIP for the additional contract. (Contact the OCIP Administrator if you have questions). The OCIP Administrator will:

- 1) Assign a location code for this contract, forward the **Form 2** to the insurance carrier for enrollment into program
- 2) Issue a certificate of insurance which will reflect all OCIP coverages. The original copy will be sent to the enrolled contractor/Subcontractor, a copy to their awarding contractor.

When Contractor/Subcontract reaches Substantial Completion

Notice of Anticipated Completion - **Form 4** – Prior to completion of all work being performed under the contract. This will initiate Closeout Procedures. Payroll and Receipts may be audited.

When Contractor/Subcontractor has completed the Work

Contractor should notify their insurance agent/broker to remove any exclusion for this Designated Project from their primary policies.

Claims

All Contractors/Subcontractors must follow claims rules and procedures outlined in the MSCAA OCIP Manual.

Safety

All Contractors/Subcontractors must follow safety rules and procedures outlined in the MSCAA OCIP Site Specific Safety Plan.

Notice to All Contractors/Subcontractors

Failure to follow the Enrollment or Claims procedures outlined in MSCAA OCIP Manual may result in fines being assessed by the State Bureau/NCCI, State's Workers' Compensation Commission or the Owner against the Contractor or Subcontractor. If the Owner or Carrier is assessed fines due to Contractor's or Subcontract's failure to follow State rules or regulations, the Owner will deduct from monies due or to become due for any applicable fines.

CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE MUST BE APPROVED BY THE OWNER AND OCIP ADMINISTRATOR. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

INTRODUCTION

This manual identifies, defines, and assigns responsibilities related to the administration of the Memphis-Shelby County Airport Authority (MSCAA) Owner Controlled Insurance Program (OCIP).

This manual:

- Describes the OCIP and details the insurance-related responsibilities of the various parties involved.
- Provides a basic description of the OCIP structure and operation, with an overview of coverage provided by the OCIP and guidelines for carrying out specific administrative and audit procedures.
- Provides answers to questions that are likely to arise during the course of the project.

Because it is impossible to anticipate every question or situation that may arise, the directory lists those involved in the administration of the OCIP and their areas of expertise. Please feel free to call with any questions.

This Manual will be updated as changes dictate during the course of this project.

NOTE

- This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages.
- The terms and conditions of the insurance policies govern how coverage is applied.
- The information herein is not intended to alter any provisions of the actual contract documents of the Contractors, and if any such conflict occurs, the contract documents will govern.

CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE MUST BE APPROVED BY THE SPONSOR AND OCIP ADMINISTRATOR. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

ADMINISTRATION

Program Management

OCIP Program Coordinator

Willis Towers Watson

John Shorten

8285 Tournament Drive, Suite 130

Memphis, TN 38125

Phone: (901) 248-3102

Fax: (901) 248-3101

E-mail: john.shorten@willistowerswatson.com

OCIP Program Unit Manager

Willis Towers Watson

Nancy Jarmon

500 North Akard St., Suite 4300

Dallas, TX 75201

Phone: (972) 973-2394

Fax: (972) 386-5561

E-Mail: nancy.jarmon@willistowerswatson.com

OCIP Administration

Willis Towers Watson

Sharyn Malachi

Five Concourse Parkway 18th Floor

Atlanta, GA 30328

Phone: (770) 548-3702

E-Mail: Sharyn.malachi@willistowerswatson.com

On-Site Safety

Willis Towers Watson

Wes Shelby

4225 Airways Blvd.

Memphis, TN 38116

Phone: (901) 344-1659

Fax: (901) 345-6636

Cell: (901) 604-2136

E-Mail: wes.shelby@willistowerswatson.com

Claims Management

Zurich North America

PO Box 968077

Schaumburg, IL 60196-8077

FAX NUMBER FOR REPORTING CLAIMS: (877) 967-2567

GENERAL CLAIMS FAX NUMBER: (615) 872-1303

GENERAL PHONE NUMBER: (800) 366-8366

Leadership	Title	Phone	Email
Tammy Fike	GL Sr. Specialist	(404) 851-3616	tammy.fike@zurichna.com
Ginny Howard	WC Team Manager	(615) 872-1315	ginny.howard@zurichna.com
Karen Kingo	WC Pension Manager	(847)413-5868	karen.kingo@zurichna.com
Vea Storey	WC Claims Specialist	(615) 872-1241	veatrice.storey@zurichna.com
Patricia Painter	WC Claims Specialist	(615) 391-7501	patricia.painter@zurichna.com
Nat Woodruff	Claims Customer Service Executive	(404) 851-3278	nathaniel.woodruff@zurichna.com

Insurance Policy References

Workers Compensation

Insurance Company: Zurich American Insurance Company

Master Policy Number: WC 0183275-00

Each Contractor and/or Subcontractor will be issued their own Workers' Compensation Policy

Part One - Workers' Compensation TN State Limits

Part Two - Employers' Liability

Bodily Injury by Accident – Each Accident \$1,000,000

Bodily Injury by Disease – Policy Limit \$1,000,000

Bodily Injury by Disease – Each Employee \$1,000,000

Part Three – Other States Insurance

All States except those listed in Part One and Monopolistic States (OH,ND,WA,WY)

Commercial General Liability

Insurance Company: Zurich American Insurance Company

Master Policy Number: GLO 0183276-00

General Aggregate Limit (Other than Products – Completed Operations) \$4,000,000

Product-completed Operations Aggregate Limit \$4,000,000

Personal and Advertising Injury Limit (Any One Person or Organization) \$2,000,000

Each Occurrence Limit \$2,000,000

Fire Legal Liability (Any One Fire) \$250,000

Medical Expense Limit (Any One Person) \$10,000

Umbrella Liability

Insurance Company: ACE Property and Casualty Insurance Company

Master Policy Number: XCQ G46622029 001

Limits: \$25,000,000 excess of primary

Excess Liability – Layer 1

Insurance Company: Allied World National Assurance Company

Master Policy Number: 0310-6256

Limits: \$25,000,000 excess of \$25,000,000

Excess Liability – Layer 2

Insurance Company: Endurance Risk Solutions Assurance Co.

Master Policy Number: XSC30000293300

Limits: \$25,000,000 excess of \$50,000,000

Excess Liability – Layer 3

Insurance Company: Westchester Fire Insurance Company

Master Policy Number: G46621116001

Limits: \$25,000,000 excess of \$75,000,000

Program Definitions

Owner Controlled Insurance Program (OCIP)	The Insurance Program under which Workers' Compensation, Employer's Liability, Commercial General Liability and Excess Liability are procured or provided on a project "wrap-up" basis for Contractors/Subcontractors(s) of any tier, who have been properly enrolled, while performing operations on a designated Project Site for Memphis-Shelby County Airport Authority.
Insured	The Memphis-Shelby County Airport Authority, Contractors(s) and Subcontractors of any tier who are enrolled in the OCIP and who have been named in a policy, certificate of insurance, or advice of insurance.
Enrolled Contractors	"Enrolled Contractors", mean "Eligible Contractors" who, prior to the commencement of their work on the covered project, have completed the appropriate enrollments documents for the "designated project site".
Insurer	Insurance Company, as identified in the Insurance Policy Reference section.
OCIP Coordinator and Administrator	The firms responsible for the insurance broker and administration of the OCIP.
OCIP Safety Consultants	These representatives are employees of the Insurer and Willis Towers Watson who will provide safety consulting services to MSCAA and its contractors enrolled in the OCIP.
Project Description	All Designated Projects identified and approved by the Owner and on file with the Insurance Company.
On-Site Activities/ Designated Project	<p>Zurich's designated project means:</p> <p>"The project shown in this Schedule, including operations on the project site or location that are necessary or incidental to the project as described in contract documents. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any offsite staging areas, as long as they are dedicated solely to the "designated project(s)" and the sponsor agrees to provide coverage. Also included are those areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled subcontractors at any tier perform work under their respective contracts."</p> <p>The OCIP does not provide insurance coverage for permanent yards or other locations of any Contractors/Subcontractors, except as specifically requested by Contractors and, if accepted by insurer, endorsed to the policy.</p>
Eligible Contractors	Insured by the OCIP: Eligible Contractors include all contractors providing direct labor on the Designated Project (see definition of ineligible contractors below). Temporary labor services and leasing companies are to be treated as subcontractors.
Ineligible Contractors	Not insured by the OCIP: Includes (but is not limited to) contractors performing any type of environmental remediation work (example: asbestos or underground tank removal), consultants, suppliers (that do not perform or subcontract installation), vendors, materials dealers, guard services, janitorial services, truckers (including trucking to any Designated Project where delivery is the only scope of work performed), Blasting Contractors or Any Person or organizations that manufactures or fabricates products or components outside the designated project that does not also install the product or component at the designated project, employee leasing companies, temporary labor services and other temporary project services. However, such Employee leasing and temporary labor service companies can be insured by the OCIP but must be submitted for review to the OCIP administrator prior to acceptance.

Certificate of Insurance

Written evidence of the existence of coverage terms of a particular insurance policy.

COVERAGE SUMMARY

The OCIP coverage applies only to work performed under the Agreement at any Designated Project Site for eligible enrolled contractors. Contractor and Subcontractors must provide their own insurance as detailed in the contract.

Through a combination of insured and self-insured insurance programs the Owner, at its sole expense, will provide and maintain in force the types of insurance listed in subsection (1) through (4) below as a part of the OCIP for Contractor and eligible Subcontractors who have been enrolled. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

This section provides a brief description of the coverages provided under the OCIP. The Contractor shall refer to the actual policies for details concerning coverages, exclusions, and limitations. Policies are available for review upon request.

While the OCIP is intended to provide uniform coverages and reasonable limits, the OCIP is not intended to meet all the insurance needs of the Contractor and all eligible Subcontractors who have been properly enrolled. Contractor and eligible Subcontractors enrolled in the OCIP agree that they will discuss the OCIP with their insurance agent or consultant to ensure that proper coverages are maintained. It is the contractors' responsibility to notify their agent that the work performed on-site will be insured under an OCIP.

1) **Workers' Compensation and Employers' Liability Insurance** (Off-site operations are excluded unless locations are scheduled & approved by the Owner and OCIP insurance carriers) with Statutory Limits with All States Endorsement and minimum Employer's Liability Limits will be provided as follows:

- a) \$1,000,000 Bodily Injury with Accident - Each Accident;
- b) \$1,000,000 Bodily Injury by Disease - Policy Limit
- c) \$1,000,000 Bodily Injury by Disease - Each Employee; and

Each Enrolled Contractor will be issued a separate Workers' Compensation policy. The premium and loss experience on the Project Site will be reported to the appropriate rating authorities in the normal manner for use in calculating Enrolled Contractors' future experience modifiers. OCIP loss experience will impact Contractor's future insurance costs and, therefore, compliance with the project safety guidelines will directly benefit all Contractors.

2) **Commercial General Liability Insurance**, (Off-site operations are excluded unless locations are scheduled & approved by the Owner and OCIP insurance carriers) will be provided on an "occurrence" form under a single liability policy. Certificates of insurance will be provided to the Contractor and all tiers of eligible Subcontractors reflecting the following Limits of Liability, Coverages, and Terms:

a) Limit of Liability: Limits of Liability Shared by all Enrolled Contractors

General Aggregate Limit (Other than Products – Completed Operations)	\$4,000,000
Product-completed Operations Aggregate Limit	\$4,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Legal Liability (Any One Fire)	\$250,000
Medical Expense Limit (Any One Person)	\$10,000

b) Coverage and Terms:

- i) Occurrence Basis;
- ii) Products;
- iii) Contractual Liability specifically designating the indemnity provision of this agreement as an insured contract;
- iv) Completed Operations (Six Year Term);
- v) Independent Contractor/Subcontractor's Liability;
- vi) Personal Injury; Explosion, Collapse, and Underground (X, C, U) exclusion deleted;
- vii) Coverage limited to any Designated Project;
- viii) General Aggregate Limits will apply per project and annually;
- ix) Products and Completed Operations Aggregate Limit applies once or all projects and applies once for the policy period and extended completed operations period combined; and

- x) Policy Exclusions include (but are not limited to) asbestos, pollution, mold, professional liability, employment practices, EIFS, impaired property and work or operations performed away from any Designated Project Site.
 - c) If a claim arises under the Owner provided Commercial General Liability OCIP policy from the partial or sole negligence of a Contractor or Subcontractor, or for violation of any OCIP Safety Requirements, such Contractor or Subcontractor shall be responsible for reimbursing the Owner's deductible to the extent of their respective negligence, as determined solely by owner, up to a maximum of \$10,000 per occurrence per Contractor.
 - d) The limits of liability detailed under 2) a) apply to construction operations within the property boundary of the applicable Airport under the management of MSCAA and as per the issued policies' definitions.
- 3) **Umbrella and Excess Liability Insurance** (Off-site operations are excluded)
- a) Limits of Liability Shared by all Enrolled Contractors
 - i) \$100,000,000 per Occurrence
 - ii) \$100,000,000 Aggregate
 - iii) \$100,000,000 Products / Completed Operations Aggregate
- 4) **Builder's Risk Insurance** will be provided on "All-Risk" coverage on a replacement cost basis, subject to the limits of the insurance policy. This insurance will include the interests of the Owner the Contractor and all tiers of Subcontractors in the Work. The Builders Risk policy will not provide coverage against loss by theft or disappearance of any materials (unless the materials are to be incorporated into the Project), tools, or equipment of the Contractor or any tier of Subcontractor, or any other person furnishing labor or materials for the Work. The Contractor shall be responsible for a deductible of \$25,000 for each and every loss.

ACCIDENT REPORTING AND CLAIMS PROCEDURES

When accidents happen, everyone needs to work together. Even though the Contractors and each Subcontractor has instituted tough safety measures, work-related accidents are bound to occur. When they do, the OCIP Insurers stand ready to serve the Contractors and Subcontractors, but they need help if they are to perform this service in the most effective and efficient manner.

Each Contractor/Subcontractor should have the claims procedures and emergency numbers posted on the jobsite and in all vehicles.

The Insurer will have a claims adjuster available to handle all Commercial General Liability and Workers' Compensation claims.

The Insurer will arrange for legal counsel to handle all lawsuits emanating from the project.

Never discuss any accident or claim with anyone except authorized representatives of MSCAA, Contractor, the Insurer(s), and the Owners Insurance Broker or Law Enforcement agencies.

MSCAA Emergency Procedures (Serious Injuries)

1. Contact MSCAA Emergency Dispatch at **(901) 922-8333 (DO NOT call 911)**. Specific directions should be given to the accident scene. If the accident occurred in the SIDA area, give location in relation to an active taxiway/runway. If outside the SIDA, give location relative to a street or construction gate. Explain the extent of injuries.
2. Notify the on-site OCIP Safety Coordinator, Wes Shelby, (901) 604-2136 (cell).
3. Methodist South Hospital Emergency Room, 1300 Wesley Drive, Memphis, TN, will be used (901) 516-3700, the decision on the treating medical facility will be made by the EMT, in serious cases, Regional One Medical Center may be used.
4. Contractors must have currently qualified First Aid personnel on site at all times. First Aid supplies must be readily available and maintained, including rubber gloves to protect First Aid personnel against blood borne pathogens, etc.
5. After the call for emergency unit is made to MSCAA, the contractor should send escorts to all locations where the emergency unit could enter the site.
6. If the injured employee does not speak English, send a good interpreter to the treating medical facility.
7. The Contractor should provide the Medical Facility with a completed Authorization for Treatment form (sample provided in the OCIP Manual).

A. Workers' Compensation Claims

1. Seek immediate medical attention for the injured person(s).
2. Immediately notify your supervisor and project manager of the situation.
3. Notify the on-site OCIP Safety Coordinator, Wes Shelby, (901) 604-2136 (cell). If you cannot reach Wes, please leave a voice mail message.
4. Complete a **First Report of Injury form** and the **Claim Reporting Cover Sheet** (include appropriate Location Code) and forward to **Zurich Insurance Company** via fax **877-967-2567** or email usz_carecenter@zurichna.com immediately. If not possible, then send before the end of the business day.
5. MSCAA the Contractor's safety representative or designated person will transport the injured worker to

Concentra Medical Center
2831 Airways Boulevard
Suite 102
Memphis, TN 38132
Phone: (901) 348-0200
Hours: 8a.m. to 8p.m. (Mon. – Fri.)

If accident occurs and Concentra Medical Center is not open:

Methodist South Hospital
1300 Wesley Drive
Memphis, TN 38116
Phone: (901) 516-3700
24 Hours, 7 days per week

Or

Baptist Memorial Hospital DeSoto
7601 Southcrest Parkway
Southaven, MS 38671
Phone: (662) 349-4000
24 Hours, 7 days per week

6. Complete the **Accident Investigation Form** and forward it along with the **Claim Reporting Cover Sheet** to Wes Shelby, OCIP Safety Coordinator (e-mail: Wes.Shelby@willis.com, fax: (901) 345-6636, or mail: 4225 Airways Blvd., Memphis, TN 38116 before the end of the day.
7. Receipt of Acknowledgement of Claim and claim number from Zurich Insurance Company will be sent to the contact person provided on the Claim Reporting Cover Sheet and to Wes Shelby, OCIP Safety Coordinator. The claim number should be used for future reference.
8. All medical bills, hospital bills, etc. should be forwarded to Zurich Insurance Company identifying the injured employee and claim number.

After Hours / Close of Business Claims Reporting

1. Call Zurich Insurance Company at (800) 987-3373.
2. Tell the Zurich representative that an injury just occurred and that you need to be routed to the on call specialist to authorize treatment.
3. You will either be placed directly in touch with the on-call person, or the on-call person will be paged and will return your call within two hours.
4. If hospital needs to speak with Zurich directly, the contractor will have to supply the hospital name and phone number to Zurich and they will call the hospital directly.

B. Commercial General Liability Claims

Any occurrence involving Bodily Injury or Property Damage to members of the public that is NOT caused by an automobile accident.

1. Seek immediate medical attention for any injured person(s).
2. Immediately notify your supervisor and project manager of the situation.
3. Notify the on-site OCIP Safety Coordinator, Wes Shelby, (901) 604-2136 (cell). If you cannot reach, please leave a voice mail message.
4. Complete the **Claim Reporting Cover Sheet** (include appropriate Location Code) and forward to Zurich Insurance Company via fax **(866) 691-7068** or email usz_carecenter@zurichna.com immediately. If not possible, then send before the end of the business day.
5. Complete the Accident Investigation Form and Claim Reporting Cover Sheet (include appropriate Location Code) and forward to Wes Shelby, OCIP Safety Coordinator, (e-mail: wes.shelby@willis.com, fax: (901) 345-6636, or mail: 4225 Airways Blvd., Memphis, TN 38116.
6. Receipt of Acknowledgement of Claim and claim number from Zurich Insurance Company will be sent to the contact person provided on the Claim Reporting Cover Sheet and to Wes Shelby, OCIP Safety Coordinator. The claim number should be used for future reference.
7. All investigation reports, pictures, medical bills, hospital bills, etc should be forwarded to Zurich Insurance Company identifying the injured individual, claimant and claim number.

C. Duties in the event of a claim or suit

1. Follow the claims reporting procedures above.
2. You must see to it that the OCIP Safety Coordinator, Wes Shelby, is notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - a. How, when and where the "occurrence" took place, and;
 - b. The names and addresses of any injured persons and witnesses.
3. If a claim is made or "lawsuit" is brought against any insured, you provide written notice of the claim or "lawsuit".
4. You and any other involved insured must:
 - a. Cooperate with the Insurer in their investigation, settlement or defense of the claims or "suit"; and
 - b. Assist the Insurer, upon their request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
5. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without Insurer's consent.

D. Automobile Claims

Even though no Automobile Liability or Physical Damage coverage is provided under the OCIP, the Contractor/Subcontractor must notify Wes Shelby, OCIP Safety Coordinator, in writing of any automobile accident which could be related to the project. This should be done as soon as possible following the accident.

E. Contractor's Equipment Claims

Even though no coverage is provided under the OCIP for loss of or damage to Contractor's or Subcontractor's owned equipment the Contractor/Subcontractors must notify Wes Shelby, OCIP Safety Coordinator, in writing, of any loss or damage to their equipment at the project. This should be done as soon as possible, following first knowledge of loss or damage.

F. Miscellaneous Claims Notes

1. Any incident that involved injury to persons or property is to be reported to Wes Shelby, OCIP Safety Coordinator's office immediately.
2. Any claims adjuster representing a Contractor/Subcontractor's normal insurer who seeks to come onto Any Designated Project site must obtain written authorization from Wes Shelby, OCIP Safety Coordinator, prior to coming on the site. There will be no exceptions to this stipulation.

FORMS

Zurich Claim Reporting Cover Sheet

Incident Investigation Report

Workers' Compensation Referral Slip for Injured Employees

Authorization to Treat

Form 1 – Notice of Sub-contract Award

Form 2 – Enrollment Form

Form 4 – Notice of Anticipated Completion

Certificate of Insurance

ZURICH CLAIM REPORTING COVER SHEET

Email to: USZ_CARECENTER@ZURICHNA.COM

OR

Fax to: (866) 691-7068

Account Name: **Memphis Shelby County Airport OCIP IV**

Master WC policy #: **WC 0183275-00**

Master GL Policy #: **GLO 0183276-00**

Project Location: _____

Subcontractor/Employer: _____

Subcontractor/Employer Policy Number: _____

Contact Name: _____

Contact Phone Number: _____

Contact Fax Number: _____

Location Code: _____

Injured Worker: _____

Attention Zurich Representative – Please fax the receipt and claim number immediately to the contact above.

Incident Investigation Report

(To be completed within 24 hours by Supervisor at time of incident)

INJURED EMPLOYEE INFORMATION

Employee Name	Male	Female	Date of Birth	Ht.	Wt.
<hr/>					
Employee Address	Street	City	State	Zip Code	Home Phone
<hr/>					
Employer Name	Address				
Date of Incident	Time	AM/PM	Jobsite/Area		
Employee Job Title			Length of Employment		
Weather Condition	Shift	Supervisor			

UNSAFE ACTS

What actions caused or contributed to the incident?

- ☐ Operating equipment without authority
- ☐ Failure to warn/signal
- ☐ Failure to secure/lock out/tag out
- ☐ Reaching into/servicing equipment in operation
- ☐ Making safety devices inoperable
- ☐ Used defective equipment
- ☐ Took unsafe/improper position
- ☐ Horseplay, disruptive actions
- ☐ Improper lifting or movement
- ☐ Other: _____
- ☐ No unsafe action

What actions caused or influenced above unsafe acts?

- ☐ Unaware of job hazards
- ☐ Inattention to hazards
- ☐ Unaware of safe method/procedure
- ☐ Tried to gain or save time
- ☐ Influence of fatigue/illness
- ☐ Influence of emotions/stress
- ☐ Defective vision/bodily defects
- ☐ Under influence of alcohol or drugs
- ☐ Failure to enforce procedures/rules
- ☐ Other: _____

UNSAFE CONDITIONS

What conditions of tools, equipment, or environment contributed to incident?

- ☐ Inadequate guard/barrier/safety device
- ☐ Inadequate/improper protective equipment
- ☐ Inadequate warning system
- ☐ Defective or work tools/equipment materials
- ☐ Congestion or restricted area
- ☐ Fire or explosion hazard
- ☐ Hazardous storage method
- ☐ Unsecured against movement
- ☐ Lighting/noise/visual obstruction
- ☐ Environmental/atmospheric conditions
- ☐ Other: _____
- ☐ No unsafe condition

What caused or influenced above unsafe condition?

- ☐ Defective/worn from normal use
- ☐ Defective/worn from abuse/misuse
- ☐ Housekeeping/cleaning failure
- ☐ Lack of preventative maintenance
- ☐ Inadequate maintenance
- ☐ Exposure to environment
- ☐ Inadequate purchasing
- ☐ Safety inspection failure
- ☐ Other: _____
- ☐ Unknown

INJURY/ILLNESS DATA

Describe the nature and extent of injury/illness (body part affected, type of injury, etc.) _____

Was first aid administered?	Yes	No	If yes, what type and by whom
Was employee taken to hospital/clinic?	Yes	No	If yes, list name, address and phone number of
hospital/physician/nurse attending _____			

List any eyewitnesses to the incident and others who might provide information about the incident _____

INCIDENT/ILLNESS EVALUATION

How did the incident occur? Describe in detail the task the employee was doing when injured or became ill. Include specifics such as equipment, structure tools, materials, objects (size, shape, and weight), people involved in the task, positions, distances, rate of movement, sequence of events, etc.

(Attach any additional information comments, documentation of interviews, sketches, pictures, etc. as necessary)

Incident Investigation Report

Incident/Illness Evaluation (continued)

Type of exertion/body motion during injury: Pull _____ Lift _____ Bend _____ Reach _____ Twist _____ Other _____

Was this the employee's regular job? Yes _____ No _____ How much experience does this employee have on this job? _____

Was the employee trained in this job or task? Yes _____ No _____ When was last training on this task? _____

Was this the employee's first job-related injury or illness? Yes _____ No _____ If no, briefly describe previous injuries (date, nature, extent, etc.) _____

Hours of overtime worked in last 24 hours _____ Did this possibly contribute to incident? If so, describe _____

Does a safety rule or policy apply to this task? Yes _____ No _____ If yes, describe rule and how employee followed or violated _____

Does a specific procedure for task exist? Yes _____ No _____ If yes, describe procedure briefly and if it was followed _____

Is protective equipment required for this task? Yes _____ No _____ If yes, describe equipment, if it was used, if it was adequate/functioned properly, and if the employee(s) were trained on it. _____

Is there possibly any third party which contributed to the incident? (Other contractors, employee, etc.) Yes _____ No _____ If yes, describe. _____

Did any unsafe physical/environmental conditions exist? Yes _____ No _____ If yes, describe conditions (physical, mechanical, electrical, etc.) which contributed to the incident _____

Is material handling equipment required for this task? Yes _____ No _____ If yes, was it used and did it function properly? _____

Possible actions to be taken to prevent reoccurrence

_____ Reinstruction of employee(s) involved	_____ Do/revise Job Safety Analysis	_____ Repair/replace/modify equipment
_____ Preventative instruction of others who do job	_____ Revise/establish safety rule	_____ Improve clean-up procedure
_____ Training of employee(s)	_____ Reassign employee to another job	_____ Improve inspection procedure
_____ Action to improve enforcement	_____ Require/replace protective equipment	_____ Eliminate/reduce congestion
_____ Reprimand/discipline of employee(s)	_____ Install safety guard device	_____ Improve design/construction
_____ involved		_____ Improve environmental conditions

CORRECTIVE ACTION(S) TAKEN OR PLANNED

What was/will be done	By Whom	Estimated Completion Date	Completion Confirmed	
			Date	Initials

Incident discussed with employee to prevent reoccurrence? Yes _____ No _____ Date _____

Any disciplinary action taken? Yes _____ No _____ If yes, describe what type. _____

FOLLOW UP COMMUNICATION

YES _____ NO _____ Incident site reviewed by supervisor with employee (and safety coordinator if applicable.)

YES _____ NO _____ Incident review meeting conducted. Attended by _____

YES _____ NO _____ Employee or supervisor reviewed incident with work group.

YES _____ NO _____ Employee reviewed injury with safety committee

YES _____ NO _____ Project Safety informed of incident

Date of Report _____ Prepared by _____ Title _____

Reviewed by _____ Superintendent _____ Signature _____

MSCAA OCIP IV

4225 Airways Blvd.
Memphis, TN, 38116

WORKER'S COMPENSATION REFERRAL SLIP FOR INJURED EMPLOYEES

On-Site EMT: (901) 922-8333

Authorized Clinic: **Concentra Medical Center**
2831 Airways Boulevard
Suite 102
Memphis, TN 38132
(901) 348-0200 (Phone)
(901) 348-0046 (Fax)

Clinic Hours: 8 a.m. to 8 p.m. (Mon. – Fri.)

Authorized After- **Methodist South Hospital**

Hours Clinics: **1300 Wesley Drive**
Memphis, TN 38116
(901) 516-3700

Baptist Memorial Hospital DeSoto
7601 Southcrest Parkway
Southaven, MS 38671
(662) 349-4000

Employee Name: _____ Date: _____

Employer: _____ Employer Policy Number: _____

Location Code (if known): _____ Claim Number (if known): _____

Account Name: **Memphis Shelby County Airport Authority OCIP IV**
Insurer: **Zurich**
Master Policy Number: **WC 0183275-00**

Instructions for medical facility:

The person listed above has been injured on the job. Please provide the employee with medical treatment per OCIP protocol.

MSCAA OCIP IV
Authorization to Treat

Local Office Information

Company Name: _____
Designated Representative: _____
Address: _____
Phone: _____ **Fax:** _____ **E-mail:** _____

Billing Information for Drug Screens

Company Name: **Zurich North America**
Address: PO Box 968077
Schaumburg, IL 60196-8077
Phone: (800) 366-8366 **Fax:** (615) 872-1303

Insurance Information for Work Comp Carrier

Company Name: Zurich American Insurance Company **Master Policy #: WC 0183275-00**
Address: PO Box 968077
Schaumburg, IL 60196-8077
Phone: (877) 928-4531 **Fax:** (866) 691-7068

Services Required

Worker's Comp Injuries _____

Drug Screen Required For (employer to check necessary testing):

_____ Pre-Employment	_____ Random
_____ Probable Cause	_____ Post Accident
_____ Urine (collection only)	_____ Breath Alcohol
_____ Test Cup (Cocaine, PCP, etc.)	

Treating Medical Center: Please be advised if negative, DO NOT send out. Be sure to mark on the Chain of Custody (COC) the information for the employer:

Employer: _____ **Fax:** _____

Special Instructions: Use TEST CUP. Do NOT send out unless the test reads positive.

Fax results to designated employer listed above.

Company Authorized Signature:

Date:

MSCAA IV - FORM 1

MSCAA OCIP IV
Notice of Subcontract Award and Request For Insurance

Willis Towers Watson

Sharyn Malachi

500 N. Akard Street Suite 4300

Dallas, TX 75021

Phone: (770) 548-3702

E-mail: sharyn.malachi@willistowerswatson.com

RE: Project Name: _____

This is to inform you that we have awarded the following subcontract to the following Subcontractor:

Name of Firm: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Office Contact: _____ E-Mail: _____

Type of Work: _____ Job # _____ Contract Value: \$ _____

Award Date: _____ Estimated Start Date: _____

Awarding Contractor: _____

By: _____

Title: _____

Date: _____

Prime Contractor (if different) _____

DO NOT complete this form for your own company.

A Form-1 should be completed on each of your Subcontractors.

- **Award Date – date Notice to Proceed was given (Verbally or in Writing)**

- **Start date is mandatory – date shown will be the effective date of coverage.**

Any Contractors or Subcontractors who enrolls in the OCIP 30 days after their start date will have to provide a No Known Loss Letter to the Carrier along with the enrollment documentation.

- ☐ New Award
☐ Additional Contract
☐ Time & Material Contract
☐ Short Term (< 30 days)
☐ Small Contract (< \$30,000)

MSCAA OCIP IV ENROLLMENT FORM

Project: _____

CONTRACTOR'S INFORMATION

Contractor: _____ Indv _____ Ptshp _____ Corp _____ J/V _____
 Address: _____ FEIN: _____
 Office Contact: _____ Phone: _____ Email: _____
 Site Contact: _____ Phone: _____ Email: _____
 Safety Contact: _____ Phone: _____ Email: _____
 Insurance Contact: _____ Phone: _____ Email: _____
 Payroll Contact: _____ Phone: _____ Email: _____
 Address (if different): _____

CONTRACT INFORMATION

Contract Value: \$ _____

Job Name/Description: _____ Contract/JOB #: _____
 Awarding Contractor: _____ Prime Contractor: _____
 Award Date: _____ Start Date: _____ Est Completion Date: _____
 Self Performed: _____ %, Est. CV \$: _____ Subcontracted _____ %, Est. CV \$: _____
 Est. # of Subcontractors _____ Est. Man hours _____ DBE/MBE/WBE: _____

CURRENT INSURANCE INFORMATION;

Contractors' Insurance Broker or Agent:

PLEASE PRINT

Company Name: _____ Contact: _____
 City/State/Zip: _____ Phone: (_____) _____

WORKERS' COMPENSATION

Current Experience Modifier: ____ (Provide documentation confirming)

W.C. Classification	W.C. Class Codes	Estimated Payroll
1.		
2.		
3.		
4.		

It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from your current insurance program. Any Contractors or Subcontractors who enrolls in the OCIP 30 days after their start date will have to provide a No Known Loss Letter to the Carrier along with the enrollment documentation.

Contractor warrants that the insurance costs for coverages provided by the Owner have been removed from the bid and no eligible Subcontractor has been charged by the Contractor for its participation in the OCIP. The OWNER, or their Agent, is granted permission by Contractors to inspect the insurance and payroll records. At completion of the Work, Owner's Agent shall have the right to audit the project payroll records of Contractors. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy, including rights of cancellation, is assigned, transferred and set over absolutely to OWNER. This assignment is valid for insurance policies whose premiums have been paid by the OWNER on behalf of such Contractors.

Signed _____ Title _____ Date _____

Send this Form to:

Willis Towers Watson
 Sharyn Malachi
 500 N. Akard St., Suite 4300
 Dallas, TX 75021

Phone: (770) 548-3702
 E-Mail: Sharyn.Malachi@willistowerswatson.com

MSCAA OCIP IV

NOTICE OF ANTICIPATED COMPLETION

(to be submitted with Final Pay Request)

Send this Form to:

Willis Towers Watson
Sharyn Malachi
500 North Akard St., Suite 4300
Dallas, TX 75201

Phone: (770) 548-3702

E-mail: sharyn.malachi@willistowerswatson.com

Please be advised, we, _____ are scheduled to complete our work for:
 Awarding Contractor: _____ Prime Contractor: _____

Project Description: _____ Actual Start Date: _____ Completion Date: _____

Reported Contract Value: _____ Final Contract Value: _____

Self Performed Work: _____ Subcontracted Work: _____

Estimated WC On Site Payroll: _____ Final WC On Site Payroll: _____

We used the following enrolled subcontractors, who will also complete their work on the date shown above:

Subcontractors

Reported Contract Value

Final Contract Value

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This is our contract: YES ☐ NO ☐

We are still working on the following contracts:

Location Code

Awarding Contractor

Prime Contractor

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Your Company's Name: _____ Date: _____

By: _____ Title: _____

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information:

Name: _____ Phone: _____ Fax: _____ E-Mail: _____

Address: _____ City: _____ State: _____ Zip: _____

<h2 style="margin: 0;">CERTIFICATE OF LIABILITY INSURANCE</h2>	DATE (MM/DD/YYYY)														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.															
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).															
PRODUCER Agent Company Name Address City, State ZIP Attn:	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width:70%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width:30%;">NAIC#</td> </tr> <tr><td>INSURER A : AM BEST Rating A- VII or better</td><td></td></tr> <tr><td>INSURER B :</td><td></td></tr> <tr><td>INSURER C :</td><td></td></tr> <tr><td>INSURER D :</td><td></td></tr> <tr><td>INSURER E :</td><td></td></tr> <tr><td>INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : AM BEST Rating A- VII or better		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A : AM BEST Rating A- VII or better															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED OCIP Enrolled Contractor															

COVERAGES		CERTIFICATE NUMBER:	REVISION NUMBER:																				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS																
	GENERAL LIABILITY Applies to Off Site Risks <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGES TO RENTED PREMISES(Ea occurrence)</td><td>\$</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGES TO RENTED PREMISES(Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMP/OP AGG	\$2,000,000				
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GENERAL AGGREGATE	\$2,000,000																						
PRODUCTS-COMP/OP AGG	\$2,000,000																						
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																							
Workers' Compensation and Commercial General Liability coverages shown above do not apply to any Designated Project at the Memphis International Airport – only for off-site activities/operations. The Memphis-Shelby County Airport Authority, its officers, commissioners, representatives, agents and employees ATIMA and [AWARDING CONTRACTOR] are additional insureds applicable to the Auto Liability Insurance and off-site Commercial General Liability insurance policies including Excess Umbrella. 30 Day Notice of Cancellation or Non-Renewal other than 10 days for non-payment of premium is provided to MSCAA. Waiver of Subrogation in favor of MSCAA is provided by all policies.																							

CERTIFICATE HOLDER	CANCELLATION
MSCAA OCIP c/o Willis Towers Watson Attn: OCIP Administrator 500 North Akard St., Suite 4300 Dallas, TX 75201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

EXHIBIT D
TO
UNIT PRICE CONSTRUCTION CONTRACT
FOR
TERMINAL APRON RECONSTRUCTION (including Concourse C Demo) – CONSTRUCTION

BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND
(CONTRACTOR NAME)

CONSTRUCTION SAFETY AND HEALTH GUIDELINES

Memphis-Shelby County Airport Authority

Construction Safety and Health Guidelines



Revision	Date
1	11/30/2012
2	05/02/2016
3	02/06/2017

Confirmation of these Project Safety & Health Guidelines

It is the responsibility of the Contractor to maintain total control of safety to ensure that employees and the general public are provided with an environment free of hazards during construction and renovation activities. This program does not relieve the Contractor of their responsibilities regarding the safety of their employees, the employees of their Subcontractors and sub-subcontractors, protection of the general public and the preservation of property.

Contractors shall develop their own written site-specific safety and health plans for the Memphis-Shelby County Airport Authority. At minimum, the safety and health plan shall meet the requirements of 29CFR1926 – Federal OSHA Construction regulations and the requirements established in the **Memphis-Shelby County Airport Authority Construction Safety Guidelines**. In short, as required by law, each Contractor is responsible for protecting the health and safety of its employees and the employees of each subcontractor and sub-subcontractor while ensuring they have a safe and healthful place to work. The site-specific safety and health program shall be submitted for approval within fifteen (15) days after the Notice to Proceed for approval to the Project Safety Manager, Wes Shelby, 4225 Airways Blvd., Memphis, TN.

The Safety Requirements of these safety guidelines are a supplementary document to all Government rules, codes and regulations. It does not negate, abrogate, alter or otherwise change any provisions of these rules, codes and/or regulations, and is intended to supplement and enforce the individual program of each contractor and the overall safety effort. It is understood that the ultimate responsibility for providing a safe place to work rests with each individual Contractor.

In the event of a conflict between the provisions of these guidelines and applicable local, State or Federal safety and health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan the more stringent shall apply.

By Signature, each individual confirms their understanding of the contents of this manual and shall conform to the standards of safety outlined in this manual.

Contractor – Project Manager

Contractor – Field Supervisor

Date

Date

POLICY STATEMENT

Memphis-Shelby County Airport Authority is committed that all construction workers have the best possible working environment while working on this project. It shall be the responsibility of each Contractor/Subcontractor to abide by the Safety and Health Provisions listed in OSHA 29 CFR 1926.

In addition, each Contractor, Subcontractor and Sub-Subcontractor shall abide by **Memphis-Shelby County Airport Authority** Construction Safety Guidelines, Federal Regulations, State laws and regulations, local and county laws and regulations which are applicable.

The primary goal established for the **Memphis-Shelby County Airport Authority** is to safely perform work with “**ZERO ACCIDENTS**”; totally free from lost time injuries for the mutual benefit of the worker, environment, and community.

The safety goals and objectives established for the Project can only be achieved when everyone commits to perform their tasks safely and efficiently. This commitment to achieve these goals will result in both increased productivity and the PREVENTION of job-related injuries and illnesses. This will be considered as safe construction.

Definitions

OCIP Team – Means the Owner **Memphis-Shelby County Airport Authority**, Willis Towers Watson and all applicable insurance carrier representatives or the representative of defined such agencies and firms working together to implement the OCIP insurance program.

Construction Managers – Means the Management Group or General Contractor that has direct contract with the Owner **Memphis-Shelby County Airport Authority** to provide the overall control of the construction at the project.

General Contractor – Means the Contractor that has direct contract with the owner or Construction Managers as bid for the project. The General Contractor is also the controlling contractor on the construction site when a Construction Manager is not present.

Subcontractor – Means the contractor and or contractors that carry contracts with the General Contractor or Construction Managers. Subcontractors bid portions of the scope of work to be completed.

Sub-Subcontractors – Means any subcontractors of a subcontractors working or contracted to do work on the project.

Critical Lift – A lift that exceeds 75% of the rated capacity of the crane or requires the use of more than one crane. Also, relates to the installation of equipment and or materials that are critical to the completion of the project and damage to such equipment and/or material could result in delays to the project.

The General Public – Is defined as all persons not employed by or under contract, subcontract, or sub-subcontract to the **Memphis-Shelby County Airport Authority**.

PREFACE

From the inception of **Memphis-Shelby County Airport Authority** there has been a determination and commitment to provide a safe environment for all workers and for the public from hazards associated with the construction of the Project.

All Contractors shall implement measures that will create safety awareness, promote safe work practices at the job site and pursue the contract objectives in the safest possible manner. Each Contractor shall bear sole and exclusive responsibility for safety in all phases of their work. Nothing contained herein shall relieve such responsibility.

Each Contractor shall be responsible for all its subcontractors' and sub-subcontractors' compliance with the project safety requirements.

Contractors shall develop their own written site-specific safety and health plan for the MSCAA OCIP. At minimum, the safety and health plan shall conform to the requirements addressed in the Occupational Safety and Health Act of 1970 and all additions and revisions thereto, and the requirements established in the **Memphis-Shelby County Airport**

Authority Construction Safety Guidelines. In short, as required by law, each Contractor is responsible for protecting the health and safety of its employees while ensuring they have a safe and healthful place to work.

Contractor developed plans/program(s).

Programs will be reviewed and approved by OCIP Team. Example(s) of such OSHA mandated plans/programs are shown below.

Site Traffic Control Plan	Fall Protection Plan
Fire Protection Plan	Trench Safety Plan
Respiratory Protection Plan	Hazard Communication Program
Confined Space Entry	Scaffold Safety Program
Hearing Conservation Program	Ladder Safety Training
Dust Control Plan	

Emergency Procedures shall be made part of the Contractor's Safety Program. The following provisions shall be included in the emergency plan:

- a. Highest ranking supervisor automatically becomes responsible for the handling any emergency that occurs during his working hours; they may call upon the assistance of any available worker. A responsible supervisor must be designated for each shift.
- b. On a regular basis, at both supervisory and "weekly toolbox meetings" instruct and update all employees in any course of action for emergencies.
- c. Establish teams to handle each of the various emergencies.
- d. Following an emergency, ranking personnel shall secure the area as expediently as possible and provide access and an account of the emergency to authorized representative(s) of MSCAA. Questions from the media should be referred to MSCAA.

Emergency procedures that may occur during any 24-hour period in the following categories must be established by each contractor:

- a. Fire
- b. Employee injury
- c. Pedestrian injury due to work activity of any kind
- d. Property damage and damage to above ground and buried utilities
- e. Public demonstrations
- f. Bomb threats

On a regular basis, the Contractor shall review and, when necessary, update Emergency Procedures for maximum effectiveness. The contractor should provide MSCAA, the Construction manager, and the on-site safety rep a telephone list of key management personnel, for after-hours emergency contact.

Should a serious accident or emergency occur, the contractor shall contact the Construction Manager immediately. If an emergency requires the presence of an ambulance or the Fire Department, including nights, weekends and holidays, the contractor shall call MSCAA emergency dispatch at (901)922-8333. Non injury accidents need to be reported to the airport police at (901)922-8298. **DO USE 911**

Site Access

1. ***Use only designated haul routes/crossings.***
2. ***Stay in assigned work area as identified on plans and as defined by fences and barricades. Barricades/fences must not be crossed.***
3. ***Instructions from guards and escort personnel must be obeyed.***

Contractors, Subcontractors, and Sub-Subcontractors will be monitored for implementation and application of their respective safety programs at the work site. Members of the OCIP Team shall have the authority to stop work when either site conditions and/or work practices present an imminent danger until those conditions and/or practices are corrected. Contractors will be notified of any non-compliance and corrective action required. This notice, when delivered to the contractor or their representative at the site of the work, shall be deemed sufficient notice of non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the

contractor fails or refuses to take corrective action promptly, a stop work order may be issued. The cost to bring the work activity into compliance shall be incurred by the Contractor, Subcontractor or Sub-subcontractor. The Contractor, Subcontractor or Sub-Subcontractor shall not submit a request for extension of time or increased costs as a result of any such stop work order. Members of the OCIP Team shall not be liable for any damages experienced by the Contractor due to the work stoppage. Progress payments may also cease until the Contractor and/or its Subcontractor and Sub-Subcontractors is in full compliance with all applicable safety and health rules, standards, and regulations.

Each Contractor and their subcontractors and sub-subcontractors shall establish and enforce an effective disciplinary program (Appendix B). Contractors shall discipline and/or dismiss employees who violate established rules and regulations. This includes immediate termination for serious violations, repeated violations, or the refusal to follow safety and health rules.

OCIP Team members shall have the authority to effectively remove from the site, any person (employees including supervisors and management of any contractor) who is regarded as a frequent violator of safe work practices, or who fails to ensure persons working under their supervision or in a work place they control are not exposed to serious work hazards. Any Competent Person assigned to identify existing and predictable hazards and authorized to eliminate them, which fails to perform this duty for any reason shall be replaced by the employer.

The Contractor shall not receive additional payment or reimbursement for safety items and procedures which have been identified as required by the Project Safety and Health Guidelines.

Failure to comply with the contract safety requirements will be considered as non-compliance with the contract and may result in remedial action including withholding of progress payments due the Contractor and/or termination of the Contractor from the site.

In the event the work or any portion thereof is shut down by either an outside agency or because of an unsafe condition as determined by the OCIP Team, the responsible Contractor shall bear the total cost caused by that shut down.

In no case shall the Contractor be relieved of overall responsibility for compliance with the requirements of federal, state and local safety and health laws for all work to be performed under the contract

For any construction equipment working near operating right of way and in aircraft safety areas that could encroach into MSCAA's operating right of way and aircraft safety areas shall submit to MSCAA (and obtain approval from the MSCAA) a plan describing the use of such equipment, and the necessary precautions to be taken to preclude any accidental encroachment unto the right of way or aircraft safety area.

INTRODUCTION

Construction Safety and Health Guidelines, Purpose, and Scope

These guidelines are established to aid in the prevention of job-related accidents and health problems during the construction of the **Memphis-Shelby County Airport Authority**. These guidelines set forth elements which all Contractors, subcontractors and sub-subcontractors shall include in their safety plan. This manual is not all-inclusive. Other elements may be added or conveyed individually to Contractors to whom they expressly apply. There are other essentials which some Contractors, by nature of the specific type of work being performed, must integrate within their own safety plan.

These guidelines set forth basic rules and regulations for all personnel involved in the construction of the Project. The intent of these guidelines is to enhance and supplement the safety and health standards which are required by law, in contract documents, and are applicable to the construction projects for which it is applied. These guidelines do not cover the full spectrum of published safety and health standards mandated by law, and Contractors shall not assume that they are responsible only for those which are referenced in this manual, nor that they are current and quoted as published. It is the responsibility of the Contractor and its employees to ensure that they are in compliance and their safety plan is in compliance with all safety directives required by law.

In the event of a conflict between the provisions of these guidelines and applicable local, State or Federal safety and health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan the more stringent shall apply.

RESPONSIBILITIES

General

Each participant involved in the construction of the Project is individually responsible for conducting their activities to ensure compliance with all applicable safety and health requirements. Construction activities of the Contractor and their Subcontractors and sub-subcontractors will be monitored for compliance with FAA, MSCAA, Federal, State, County, and local safety and health regulations and contract safety and health requirements.

Contractors

The Contractor shall be responsible for the safety and health of employees, subcontractors, sub-subcontractors, visitors, and vendors in accordance with State, Local and Federal regulations, and the Contract Documents. Each Contractor shall establish and submit for review a written Safety and Health Plan which includes details commensurate with the work to be performed. The Contractor's Safety and Health Plan shall clearly describe the contractor's commitments for meeting its obligations to provide a safe and healthful work environment for its employees and subcontractor employees, to protect vendors, visitors, and members of the general public. The Contractor's Safety and Health Plan shall reference Federal OSHA standards, and any other rules or regulations applicable to construction activities.

Each Contractor shall designate an on-site Safety Representative who is charged with the responsibility of on-site safety management. The Safety Representative's sole duty shall be safety management and shall not have other collateral duties. At minimum the safety representative shall meet the requirements of a "competent person" as defined by OSHA for all phases of construction and have a minimum of three (3) years construction safety experience. A resume shall be provided that outlines such items as: work experience, education, training completed and professional organizations, etc. The safety representative shall remain on the Project until contract acceptance (full-term of contract). Safety representative must be knowledgeable on SC-230, SC-240, and other safety requirements as outlined in GP-200, the safety plan and site safety manual. The safety representative shall be interviewed by the OCIP Team.

As a condition of this contract, a safety improvement team shall be established for this project. The following guidelines (Appendix H) shall be followed.

As a condition of their contract, all Contractors shall submit to the Project Safety Manager or designee:

- A site-specific safety plan within fifteen (15) days after receipt of Notice to proceed and prior to start of any construction activities.
- The name and qualifications (resume) of designated on-site safety person;
- An immediate copy of all citations and/or warning of safety violations received from any state or federal jurisdiction, agency, insurance company, or by any of its sub-tier contractor.

The Contractor shall:

- Ensure that all employees, subcontractors', and sub-subcontractors' employees are given a comprehensive Safety and Health orientation. This orientation shall include general Safety and Health procedures and policies as well as the project specific rules, regulations, and specific hazards. Employees shall be advised that disregard for these rules, or any other applicable Safety and Health regulations shall be subject to company disciplinary action and/or removal from the project. All workers shall complete an acknowledgment that indicates the worker has read, understood, and will abide by the rules and regulations. The following information shall be obtained from all employees: worker's name, date of orientation, Contractor's name, and project name (Appendix A).
- Investigate all accidents and incidents that result in personal injury or illness to workers, damage to buildings or equipment and any incident with the general public.
- Conduct daily job inspections, identify unsafe conditions, or work practices and assure they are corrected, and maintain documentation.
- Conduct weekly, documented, safety meetings with Contractor supervisory personnel.
- Attend monthly Safety committee meetings and participate
- Assure that employees acting in a supervisory capacity understand and enforce all safe work practices. **Foreman and supervisors are required to have completed a 10-hour OSHA Outreach hazard recognition course within Two (2) years prior to directing work on the project.** Documentation must be made available for review

- Assure that employees acting in a supervisory capacity understand and enforce all safe work practices. **Foreman and supervisors are required to have completed a 10-hour OSHA Outreach hazard recognition course within Two (2) years prior to directing work on the project.** Documentation must be made available for review.
- Assure a Competent Person is provided at work locations where required by OSHA.
- Assure that all Personal Protective Equipment (PPE) is available and being used as required.
- Assure all construction equipment and motor vehicles certification, inspection, repair, and controls are in compliance with the safety requirements of the project and OSHA. Annual crane certification shall be available for review for each to a crane on the project.
- Prior to making critical crane lift, detailed lift plan shall be submitted. (See Appendix C, "Critical Lift Checklist")
- Assure that all hand and power tools are in safe working order.
- Assure that all work areas are kept clear of debris and trash and that adequate trash barrels are placed throughout the work area and emptied frequently.
- Provide the appropriate number and types of sanitary facilities for employees.
- Assure that fall protection equipment is provided and used. Inspections of this equipment shall be documented and on file for review.
- Assure that all perimeter cables, barricades, or any other safety-related items are installed correctly and maintained. If another Contractor must remove a safety item, coordinate this activity with the Contractor who installed the device and other Contractors who may be exposed. **Safety devices shall be replaced by the Contractor removing them.** Warning signs, tags, or barricades shall be installed if other safety devices are removed.
- Assure that employees receive adequate training as required by the Project and OSHA. Additional training for foreman and safety representative may be required based on unique hazards involved in a task.

WORKPLACE SUBSTANCE ABUSE POLICY

The contractor shall submit as a part of their overall Safety and Health Plan a copy of their company Workplace Substance Abuse policy. This policy shall at minimum comply with Appendix D, "Substance Abuse".

The Contractor shall ensure that all subcontractors and sub-subcontractors are in compliance. The Contractor shall submit a monthly notarized letter stating they and their subcontractors are in compliance with the Project's Substance Abuse Policy.

Contractors should contact the State of Tennessee, at 1-800-332-2667, if there are questions concerning the Tennessee Drug Free Workplace Program. Contractors should also consult their own legal counsel.

INSTRUCTION AND TRAINING

Safety Orientation Program

Newly employed, promoted, and/or transferred personnel shall receive an orientation regarding the general safety and health rules and regulations as well as the site-specific policies and hazards prior to starting work on the construction site. The Contractor shall be responsible for the orientation of their employees, Subcontractors and sub-subcontractors, and visitors. Documentation of this orientation shall be maintained on file for review (Appendix A). Hard hat stickers (provided by the Project) are to be issued to an employee following their orientation, and then documented on training Log Sheet. It is the responsibility of the contractor to ensure that non-English speaking employees receive these same instructions in a language they understand. Safety orientation of all personnel shall include at a minimum the following topics Safety orientation of all personnel shall include at a minimum the following topics:

- Unique hazards of the project
- Employer/personnel responsibilities under OSHA Standards – location of required posters
- Personal protective equipment, including appropriate work attire
- Confined space entry
- 6-Foot fall rule - 100% continuous fall protection (***including steel erection and scaffolds***)
- 100% eye protection, 100% hard hat protection
- Appropriate guarding and other warning devices
- Housekeeping
- Fire protection

- Accident reporting procedures - First-aid facilities - Emergency procedures
- Crane and lifting hazards
- Scaffolding tagging requirements
- Hazard communication/ Right-to-Know, location of MSDS's
- Substance abuse policy
- Disciplinary procedures
- Trenching & excavation
- Electrical hazards

PROTECTION OF THE PUBLIC

All necessary precautions to prevent injury to the public or damage to property of others shall be taken. The "Public" is defined as all persons not employed by or under contractor or subcontractor to **Memphis-Shelby County Airport Authority**. Installation of temporary barriers and/or fencing designated to protect the Public shall be reviewed and approved by the Owner and/or their representative. Precautions shall include but not be limited to the following:

1. Work shall not be performed in any area occupied by the Public unless specifically permitted according to the terms of the contract or in writing.
2. When necessary to maintain public use of work areas involving vehicular roadways, etc., the contractor shall protect the Public in accordance with the applicable regulations.
3. Appropriate warnings, signs and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal person shall control the moving of motorized equipment in areas where the public might be endangered. All signage warnings and traffic control shall comply with the particular agency that takes judicial precedence.
4. Each project work area shall be protected by a fence constructed and erected per MSCAA requirements.
5. Barricades for the general public or public roadways shall be secured against accidental displacement and in place at all times, except when temporary removal is required. As such times, a flag person shall be assigned to control the unprotected area. Barricades used on the airfield will be reconstructed erected and maintained per MSCAA/FAA requirements.
6. Required signs and symbols shall be visible at all times when work is being performed and shall be removed or covered promptly when the hazards no longer exist.

Group Tours and Site Visitors

It is particularly important that a high degree of protection be afforded to all persons on the authorized tours of construction worksites. The following instructions shall be complied with, as applicable, by the Contractor and those responsible for arranging such tours. The following procedures shall be followed:

- a) Group tours shall be cleared through the site **Memphis-Shelby County Airport Authority** office, allowing maximum advance notice.
- b) If visitors to the site will be on foot or out of the vehicle/bus, the individual or organization requesting the tour shall ensure that:
 - In all cases, the Construction Manager, MSCAA and the contractor shall advise of any tour in a timely manner prior to the tour taking place.
 - Release and Hold Harmless Agreement – Each visitor shall be required to sign a release and hold harmless agreement prior to the commencement of the tour.
 - MSCAA will coordinate the tour arrangements and ensure notification to the Construction Manager
 - Tour groups are limited to no more than (25) twenty-five persons.
 - Visitors are required to wear appropriate clothing and shoes.
 - Children under 18 years of age are not permitted on the Project tours.
 - All visitors shall comply with Contractor safety requirements.
 - Site **Memphis-Shelby County Airport Authority** or designee personnel will escort Tours.

HARASSMENT-FREE WORK POLICY

Employee Harassment

It is the policy of **Memphis-Shelby County Airport Authority** to provide a workplace free from employee harassment on the basis of race, color, religion, sex, national origin, age, handicap, disability, etc. Improper interference with the ability of an employee to perform their work activities will not be tolerated. Harassment can appear in many forms, including derogatory comments, jokes, slurs, unwanted physical contact, derogatory drawings, or threats.

Sexual Harassment

Unwanted sexual advances, requests for sexual favors and other verbal physical conduct of a sexual nature will not be tolerated. Sexual harassing conduct includes, but is not limited to:

- ☐ Unwelcome sexual flirtation, touching, advances or propositions
- ☐ Verbal abuse of a sexual nature, including graphic or suggestive comments about an individual's dress or degrading words used to describe and individual
- ☐ The display in the workplace of sexually suggestive objects or pictures, including nude photographs
- ☐ Other verbal or physical conduct of a sexual nature can affect an employee's work performance

Reporting of Harassment

It is the policy of **Memphis-Shelby County Airport Authority** to actively investigate any alleged incidence of harassment. Anyone who believes they have been harassed should contact the project manager. Any allegation or complaint will be held in the strictest confidence.

Any employee who commits a wrongful act of harassment shall be subject to disciplinary action, up to and including termination.

REPORTING, ACCIDENT INVESTIGATION, AND RECORDKEEPING

Contractors shall provide an American Red Cross and CPR Certified First Aid representative and designate an appropriate area for the first aid and medical care to treat injured employees at the job site. A copy of the First Aid Representative's qualifications shall be submitted to the Project Safety Manager.

The contractor must designate an individual to coordinate injury treatment with the workers' compensation carrier. The contractors' designated representative should also coordinate return to work and availability of modified work.

To coordinate medical services, the contractor will complete "Employee Medical Data Sheet" and "Company Drug Screen Request: forms.

Reporting

All accidents resulting in employee injury, property damage, or involving the general public shall be reported immediately to the designated project representative and the Project Safety Manager.

The Contractor and their subcontractors and sub-subcontractors shall complete a Supervisor's Incident Report Form (See Appendix E) and submit the report to the Project Safety Manager for all job-related accidents involving any of the following:

1. Any employee injury of the contractor, any subcontractor or sub-subcontractor.
2. Any injury and/or incident with the general public (including any alleged injuries reported by a member of the general public).
3. Equipment
4. Property

A formal accident investigation report and "First Report of Injury" shall be submitted within 24 hours. Pertinent facts that are not available within the above time shall be submitted as soon as available in a supplemental report.

A drug and alcohol test shall be administered to employee(s) injured and/or any employees in a work crew involved in an accident involving bodily injury.

Record-Keeping and Files

The Contractor and all Subcontractors and sub-subcontractors shall maintain a master or central file for safety and health related documentation on the jobsite. Files shall be maintained in such a manner that distinguishes each contractor and their subcontractors from other subcontractors and sub-subcontractors.

See Insurance manual for claim reporting procedures.

Accident Investigation

All accident/incidents shall be investigated by the contractor's safety supervisor and/or their safety designee. An accident investigation report must be submitted to the Designated Project Representative, OCIP Administrator/Willis Towers Watson and OCIP Insurance Carrier within twenty-four (24) hours of the occurrence.

The accident investigation should generate appropriate recommendations for corrective actions to prevent recurrence of similar accidents. Depending upon severity of the accident, the foreman of the injured worker may be requested to appear at the job safety and coordination meeting to:

1. Describe the cause of accident.
2. Report as to what corrective action has been initiated to avoid future accidents.

The Contractor and all Subcontractors shall maintain a current OSHA 300 log. The log shall be available for review by any OCIP team member at any time.

The Contractor and all Subcontractors and Sub-Subcontractors shall submit on a monthly basis a monthly summary of accident/incidents for the project. The summary shall follow the format contained within (Appendix G).

Under the direction of MSCAA AD HOC Committee may be appointed for investigation of serious accidents that result in loss of life, injury to several workers on pedestrians or major property loss. The committee will submit a report to MSCAA at the conclusion of the investigation.

RETURN-TO-WORK

Under the OCIP Program, every effort shall be made to **return employees to work as soon as possible** after an accident and under the direction of the physician. The insurance carrier will be in contact with the physician to determine the employee's physical demands and limitations.

A return-to-work program shall be developed and implemented by each Contractor to assist workers who are temporarily disabled due to an injury or illness. The Contractor and all subcontractors shall participate in the return-to-work program.

The Contractor, Subcontractor or Sub-subcontractor shall agree that their injured employees shall be treated by an authorized medical treating facility. The medical facility shall be utilized for initial treatment and evaluation of all injured employees. Follow-up care will be provided in accordance with applicable Workers' Compensation statutes.

When employees report a work-related illness or injury, they shall be taken to the approved medical facility for examination and/or treatment. If the doctor determines that the employee qualifies for "Return to Work" ("light-duty"), the doctor will complete appropriate forms indicating the restrictions and conditions for transitional work.

The Contractor, Subcontractor or Sub-subcontractor shall provide modified work until the employee is able to resume regular duties. All modified work is temporary in nature and is designed to facilitate a return to regular duties as soon as possible. Modified duty positions may be offered at any location of the project or on any shift. Modified work can also be

provided at other work locations of the Contractor with approval from the OCIP Team.

In no case shall an injured employee be laid-off or terminated from a "alternative work" position, unless first discussed with the Owner and it's representatives.

WORK PRACTICE CONTROL

Overview

The primary focus of these Safety and Health Guidelines is to provide guidance for Contractors. Each Contractor shall have on site and available for employee review a written safety and health plan. This plan shall cover work exposures the contractors work operations. It is a project requirement that each and every employee conduct their operations in accordance with OSHA and all other applicable standards for all project operations

Memphis-Shelby County Airport Authority prohibits the use, possession, concealment, transportation, promotion or sale of the following controlled items:

- a. Firearms, weapons, and ammunition – except when authorized for security reasons.
- b. Switchblades.
- c. Unauthorized explosives, including fireworks.
- d. Stolen or contraband.

Hazard Communication Program

The Contractor shall develop a written Hazard Communication Program that contains at minimum the following elements:

- The name of the program coordinator.
- A list of hazardous substances present within the Contractor's workplace.
- A written system that ensures MSDS's are obtained and made readily accessible to all employees, including lower tier subcontractor personnel, on each shift. In the event of an emergency, MSDS's shall be made available on an immediate basis.
- A labeling program that ensures that containers of hazardous substances in the workplace are properly labeled with the name of the substance and any applicable hazard warnings.
- A training program regarding hazards of substances that are used in the workplace and the protective measures that must be taken by the empl0oyee or any other persons potentially exposed to the hazardous substances.

The Contractor shall ensure that each employee, prior to working with, or being potentially exposed to hazardous substances, receives initial training on the Hazard Communication Program and the safe use of the hazardous substances. Additional training shall be provided to employees whenever new substances are introduced to the workplace.

Permanent records shall be maintained by the Contractor, describing all Hazard Communication Program training.

Record-Keeping and Files

The Contractor and all Subcontractors and sub-subcontractors shall maintain a master or central file for safety and health related documentation on the jobsite. Files shall be maintained in such a manner that distinguishes each contractor and their subcontractors from other subcontractors and sub-subcontractors.

Contractors shall submit and/or have available on site:

REPORT NAME	Annual	Immediately	24 Hr.	Weekly ¹	Monthly ²	Per Occurrence	Per Request
Annual Crane Inspection	x						x
Chemical Inventory					x		x
Contractor Weekly Inspection				x			x
Critical Lift Checklist						x	x
First Report of Injury		x				x	

Incident Investigation		X				X	
MSDS's					X		X
OSHA 300 Log					X		X
OSHA Citations		X				X	
Safety Observation				X			
Safety Plan of Action or JSA ³				X		X	X
Safety Statistics					X		X
Safety Training					X		X
Substance Abuse Policy compliance notarized letter					X		X
Toolbox Safety Meetings				X			X
Daily equipment / Vehicle Inspections							X

Daily -- Daily inspections are required on all equipment / vehicles.

¹ Weekly – Weekly reports are due the following Tuesday morning

² Monthly – Monthly reports are due by the 6th of the following month.

³ Safety Action Plan or JSA – As required by contract or specification

The Owner and its Representatives shall have the right to review all documentation at any time upon request. The Contractor shall give full cooperation during these reviews.

The following documentation shall be in the safety files:

- A written project site specific Safety & Health Plan
- Hazard Communication Program, including current MSDS's. A project specific MSDS file shall be maintained on-site for employee review
- Site emergency plans
- All required safety & health permits
- Weekly safety meeting reports - including meeting topic(s) and employee attendance sheets
- Specific job hazard worker training
- Daily jobsite safety inspection reports - including documentation of corrective measures
- Equipment inspection reports
- Crane inspection reports - daily and monthly (annual certification reports required prior to equipment operation)
- Employee orientation training records
- Accident investigation reports, including near misses
- Job hazard analysis
- Competent person qualifications
- Written safety violations
- Noise and air quality monitoring

Job Safety Analysis (JSA)

In order to provide Contractor employees with a safe workplace through pre-planning hazardous work, a Job Safety Analysis (JSA) shall be prepared. JSA's shall be required when thorough pre-job planning, it is determined that the process, equipment or procedure indicates potential for serious injury and/or property damage. The Contractor shall also prepare a JSA upon request by an OCIP Team member. JSA's will be done daily. JSA's should be kept in the work area, possibly at the toolbox and/or where they are readily available to the workers. JSA's will also be on file with the contractor.

The JSA shall be used by Contractors to analyze the jobs they perform, to identify the existing and potential hazards associated with each job step and establish controls for them. These JSA's shall be used as a task specific training tool to instruct employees, inspectors, and visitors of potential hazards and required safety precautions. Each employee working on the project shall sign a training log indicating that they understand the hazards of the project as indicated on the JSA.

Examples of activities that may require a JSA:

- Potential for collapse, (work-in trenching, tunneling. This may include demolition, etc).
- Potential release of stored energy, (electrical, pressure, explosive, etc).

- Crane supported work plate form use.
- Critical crane lifts (two cranes used to lift one load).
- Unusual crane operation as defined by the CIP Team.
- Potential exposure to uncontrolled hazardous materials or wastes.
- Blasting operations
- Abrasive /Sandblasting, Hydro blasting, etc.
- Potential injury from burns, both chemical and thermal.
- Respirator use.
- Potential oxygen-deficient environments.
- Entry into confined space.
- Potential of entanglement in, on, or between objects.
- Work in public streets and highways.
- Lockout/Tagout.
- Operations involving fall exposure.
- Structural Steel Erection.
- Use of new or Hazardous Materials, procedures, equipment.
- Material Storage & Handling.
- Powder actuated tool use.
- Suspended scaffolds.
- Scaffold erection.
- Scaffold dismantlement
- Rock drilling.
- Work on live electrical systems.

SPECIFIC PROJECT SAFETY REQUIREMENTS

Controls for possible conflicts between construction operations and aircraft

- 1) Contractor must request that a notice to Airmen (NOTAM) be issued prior to start of any construction that might affect navigable airspace or surface movement.
- 2) Barricades and temporary lighting must be installed and maintained per specs.
- 3) Operators of equipment/vehicles must be instructed on routes and haul procedures.
- 4) All personnel must stay in defined work areas. Fences/barricades are not to be crossed.
- 5) No access to active taxiways/runways will be allowed without prior authorization and direction/escort by MSCAA personnel.

Scaffolds, Stair Towers and Work Platforms

The Project requires **100% continuous fall protection** during the erection and dismantling of scaffolds where employees may be exposed to a fall greater than (6) six feet. A competent person must be present during erection, dismantling or moving of scaffold. The Contractor/Subcontractor shall develop and use a scaffold tagging system similar to the following:

Tagging

The tagging procedure, at minimum, shall consist of three (3) tags. The appropriate tag will be placed on a scaffold approved by the competent person. Each tag must have at least the following information and be visible by all employees:

- Date tag was placed - date of the last inspection.
- Name of person inspecting. All tags must be weather resistant.

A **GREEN** tag means the scaffold complies with federal OSHA regulations and can be used by any person.

A **YELLOW** tag indicates the scaffold is complete but does not meet all federal OSHA specifications. This tag will be used only in special circumstances. Special precautions, such as wearing a safety harness may be required because any accessory, such as a handrail, could not be installed due to the location of the scaffold.

A **RED** tag shall be placed on a scaffold that is being erected, dismantled, damaged and/or defective. No employees except members of the erection/dismantling crew shall work from a red tagged scaffold.

Employees will be instructed to read tags before using scaffolds. If a tag is not attached to the scaffold, **DO NOT USE** the scaffold.

Exceptions: Single buck or Baker scaffolds need not be tagged.

Walking and Working Surfaces

Barrier Identification Tape

Barrier identification tape is strictly prohibited from being used for any form of personnel fall protection. Barricade tape around excavations can be used for short term (24-hours), after this period physical barriers are required.

- **YELLOW** barricade tape shall be used for **CAUTION/WARNING**
- **RED** barricade tape shall be used for **DANGER DO NOT ENTER**

Note: Once the area barricaded is free of the hazard(s) for which it was erected the tape will be removed and properly discarded.

Fall Protection

Employees shall not be exposed to fall hazards. When an employee observes a fall hazard, they will notify their supervisor of the hazard. The responsible Contractor will immediately correct the hazard. **100% continuous fall protection, for fall hazards greater than six (6') feet, shall be implemented on this Project - including steel erection and scaffold use, erection and dismantling.**

Each Contractor shall be responsible for meeting fall protection requirements in their overall safety and health program.

Each Contractor shall evaluate ALL fall exposure conditions or tasks and must develop a Fall Protection Plan which outlines what methods, procedures and/or devices will be used in their program.

Each Contractor shall be responsible for implementing the requirements to achieve fall protection in accordance with all Federal, State, local rules, regulations, and the OCIP Safety and Health Guideline.

All fall protection systems used on this project shall comply with OSHA regulations and the project safety guidelines. Fall protection shall provide a positive means of protection. **Controlled Access Zones and Safety Monitoring Systems are not considered positive means of fall protection and shall not be permitted.** Any employee exposed to a fall greater than six (6) feet shall use approved fall protection equipment or devices. Fall protection systems shall be designed and installed under the direction of a Registered Professional Engineer or Qualified Person. Fall protection is required, as a minimum, under the following examples:

- Formwork and reinforcing steel. Each employee on the face of formwork or reinforcing steel shall be protected from falling 6 feet or more to lower levels by Personal Fall Arrest Systems, safety net systems, or positioning device systems.
- When working from a telescoping, articulating, or rotating type lifts and scissors lifts, personnel shall wear a safety harness with shock absorbing lanyard, secured to an approved anchorage point.
- When working on a ladder higher than six (6) feet from a solid surface if the employee's torso extends past the side rails or if a vertical ladder extended a total of 20' or greater.
- When working on a platform or other support not equipped with an adequate guardrail, which is higher than six (6) feet from a solid surface.
- When working from a crane-suspended work platform, a safety harness with shock absorbing lanyard is mandatory.
- When an employee may have to be lowered into or raised from a confined space, a personal fall arrest system will be worn. The employee will be supported by an approved platform or a boatswain's chair, with certified hoisting device and fall arrest device.
- When working adjacent to an unguarded floor opening or sloped roof, a lifeline system is desirable for mobility. A positive means of fall protection must be provided unless it can be proven infeasible.

- When working adjacent to a deep excavation, pit or trench. Employees will be instructed on the proper wearing and use of personal Fall Protection Arresting Device Systems.
- **Barricade tape is not adequate fall protection.**

The Fall Protection Plan shall detail in writing when fall protection is required and exactly how this protection is to be provided. This written plan is required for any Contractor exposing workers to falls six (6) feet or greater.

The Contractor shall prepare a written training program to ensure that each employee who might be exposed to fall hazards is knowledgeable of the Fall Protection Plan requirements. The program shall enable each employee the ability to recognize the hazards of falling and shall train each employee in the procedures to be followed in order to eliminate or minimize these hazards.

The Contractor shall assure that each employee has been trained.

Personnel, who have been trained, then re-trained and continue to violate the established fall protection plan/regulations shall be removed from the project IMMEDIATELY.

Confined Space Entry

All employees required to enter a confined space shall be knowledgeable of the hazards involved with confined space entry. Prior to the start of such an entry the Contractor involved in the work will develop a Confined Space Entry Procedure. The Contractor shall train all personnel who will enter the confined space. No one shall enter a confined space area until properly instructed. Contractors shall identify all confined spaces within their work area with a sign identifying the area as a confined space.

A Confined Space Entry procedure shall be used to:

- Prevent inadvertent operation of equipment and/or work process while people are working in the confined space.
- Eliminate unexpected exposure to hazardous materials, oxygen deficient or inert/toxic gaseous atmosphere while working in confined spaces.
- Plan for a timely and effective response to an emergency during a confined space entry.

Confined Spaces are considered to be areas with limited entry and exit, or poor natural ventilation, and not intended for human occupancy. Examples of a confined space include: tanks, covered basins, vaults, columns, mixers, manholes, pipelines, sumps, ditches or excavations. All spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise.

Safety considerations include but are not limited to: atmosphere testing for gaseous conditions/lack of oxygen, appropriate personal protective and emergency equipment, and additional personnel as needed to assure communications and assist the individual conducting the entry.

A Permit Required Confined Space means confined space that has one or more of the following:

- May or may not potentially contain a hazardous atmosphere;
- Contains a material that has potential for engulfing entrant;
- Has internal configuration that could trap the entrant;
- Contains any other recognized serious health or safety hazard;

Contractors shall provide their own permit.

A Non-Permit Required Confined Space is a confined space that does not contain or with respect to atmospheric hazards, the potential of causing death or serious physical harm.

Employee Ground Transportation

The purpose of this section is to establish minimum acceptable guidelines for the safe transportation of all personnel traveling within the Project confines. Eliminate personal accidents and injuries resulting from improper equipment use.

Contractors are responsible for assuring that all personnel follow the requirements of this section and prohibit improper transportation of employees and visitors. Transporting employees in cargo beds of pick-ups, vans, etc. is prohibited,

unless approved seats and seat belts are provided and used.

- Operators must be qualified. Vehicle operators must have valid state operator's license
- All equipment/vehicles must be identified (company logo) per specifications.
- Safe speed must be maintained and adjusted to site conditions.
- Use flashers/headlamps as directed.
- Mobile cranes, forklifts, winch trucks, front-end loaders, tractors, and other materials handling equipment are not permitted to transport passengers.
- Trucks
 - A maximum of three passengers are permitted to ride inside of the truck cab unless the cab is specifically designed to accommodate additional passengers.
 - Passengers shall ride with all portions of their bodies inside the truck body or frame.
 - Passengers shall be in the seated position, with the seat belts secured and adjusted properly before the vehicle is set in motion.
 - Riding on a vehicle's bumper or tailgate is prohibited.
 - Tailgates will be closed and latched before the vehicle is operated.
 - Passengers are not permitted to ride in the body of a dump truck, in the bed of a pickup truck or in trailers.
 - Passengers are not permitted to ride on top of the load or to hold materials from shifting.
 - Vehicles must be designed to accommodate passenger transportation, or the vehicle shall not be used for that purpose.
 - Drivers transporting passengers shall follow the posted speed limit and Project traffic rules.
 - The Contractor shall establish a designated employee parking area. Employee vehicles shall not be allowed on the construction project.

Housekeeping - MUST BE A CONTINUING PROCESS

The purpose of this section is to incorporate into the day-to-day work activity a good housekeeping action plan that will be followed by all Contractors working on the project.

- Contractors, through inspection and example, are responsible for assuring that trash and debris remain out of the work areas. Contractors are responsible for all of their work areas and the work areas of their subcontractors and sub-subcontractors. If poor housekeeping practices are observed, corrective action will be discussed with the appropriate Contractor to remind them that cluttered work areas will not be tolerated and that their work area(s) pose a hazard to his employees and other personnel.
- Should the Contractor fail to address and correct their poor housekeeping upon 24 hour written notification, the "owner" may at its option, cause the same to be removed and charge the expense of such removal to the appropriate Contractor.
- Specific attention is needed for operations to the Aircraft Operation Area (AOA).
- Contractors shall monitor their work areas daily or more frequently if needed to assure that all debris is removed to minimize hazards.
- Immediately available vacuum sweeper for cleaning taxiway/runway crossings.
- Personnel immediately available for taxiway and runway cleanup. (Provide brooms to supplement cleanup by sweeper.)
- Access to taxiway/runway crossings for cleanup only at the direction of MSCAA guard.
- Loading of haulage vehicles to minimize spillage.
- Maintenance of vehicles/equipment so that no fluids will leak.
- Provide waste containers at the direction of the Construction Manager.

Project Electrical Requirements

- The Contractor shall implement an electrical safety program. This safety program element shall include safe installation, work practices, maintenance, and special equipment considerations. All electrical installations, either temporary or permanent, shall be in conformance with the National Electrical Safety Code, NFPA-70, ANSI-C1, and low and high voltage electrical safety orders OSHA code requirements. Only qualified employees shall install electrical tools and equipment, defective and/or improperly installed equipment shall be repaired immediately.
- Only qualified electricians familiar with code requirements shall be allowed to perform electrical work.

- Extension cords used with portable electrical tools and appliances shall be heavy duty (minimum 12 AWG) and of the three-wire type. Cords shall be covered, elevated, or otherwise protected from damage that would create a hazard to construction site personnel.
- Electrical cords and equipment shall be visually inspected before each shift for external defects. All damaged and defective cords shall be removed from service immediately (this includes cords with the ground prong missing). Cords shall be repaired with approved heat-shrink methods, electrical tape is not permitted.
- All temporary electrical tools, cords and equipment shall be properly protected by ground fault circuit interrupters (GFCI). All portable generators shall have properly functioning GFCI outlets. GFCI receptacles shall be tested monthly with a multi-range GFCI tester (the tests shall be documented) to insure the GFCI is properly functioning and protecting the worker.
- A "task-specific" lockout/tagout safety plan shall be established to ensure power sources to equipment and/or machinery are isolated and de-energized. This plan shall establish minimum steps necessary to disable equipment and machinery to prevent the unexpected release of potentially hazardous energy. Lockout/Tagout shall be performed in accordance with 29 CFR 1910.147.

Cranes and Hoisting Equipment

- Cranes and hoists shall not be used without a current annual certificate of examination and testing issued by an accredited crane examiner. **Annual inspection certificates shall be available when cranes arrive on-site. Operators manual shall be in the cab of each crane prior to crane operation.**
- Only qualified and designated personnel shall operate cranes or hoisting equipment. Crane operators must have current (Certified Crane Operator) CCO certification and/or local or state certification.
- Rated load capacities and recommended operating speeds, special hazard warnings, or instructions, shall be conspicuously posted on all equipment; they shall be visible to the operator from his/her control station, and an accessible fire extinguisher of 10:ABC rating, shall be available at all operator stations or cabs of equipment. Crane operations position shall be kept clear of loose tools or material.
- Outrigger cribbing shall be used for all crane operations. The size of the cribbing shall be determined by taking the cranes capacity and dividing by 5 (example: 40 to crane divided by 5 = 8 sq. ft. per outrigger).
- All cranes working over shafts or lifting personnel platforms shall have anti-two block devices installed and operating properly.
- Radio or other positive means of communication shall be used to direct the operator when the point of operation is not in direct view of the operator.
- The operator shall respond to signals from only one person. The operator shall not follow any signal which is not understood but shall always obey a stop signal.
- The operator shall be responsible for the operations and load under their control at all times. Whenever there are doubts about the safety of movement, the operator shall stop operations until safety is assured.
- A warning signal, such as a horn, shall be sounded to alert personnel to proximity of moving loads. Loads should not be passed over personnel, and personnel should not be permitted to work in the area directly under a suspended load.
- Concrete buckets - Employees shall be permitted to work under concrete buckets while the buckets are elevated.
- **Employees shall keep out from under suspended loads at all times.**
- Employees shall not ride on loads, slings, hooks, buckets or other load handling attachments.
- All repairs, adjustments, modifications, rigging assembly or dismantling shall be conducted only by qualified and authorized personnel.
- The swing radius shall be barricaded, or other positive means shall be taken to prevent personnel from entering the area between the counterweight/swing radius and any stationary and/or outside obstructions.
- A critical lift checklist will be completed and submitted anytime:
 - 2 cranes are used to make a lift
 - when a lift exceeds 75% of the load chart
 - or any unusual conditions are encountered
 (See Appendix C, "Critical Lift Checklist")
- Crane suspended work platforms shall only be used if there is no other safe means to reach the work area. The Contractor shall complete a JSA prior to the lift.
- Any overhead wire shall be considered to be energized unless and until the person owning such line or operating officials of the electrical utility supplying the line assures that it is NOT ENERGIZED, and it has been visibly grounded at the work site.
- Taglines shall be used to control all loads
- Daily inspection of all cranes shall be completed and documented prior to crane use

Rigging

- Major rigging operations shall be planned and supervised by Competent Personnel to ensure that the best methods and most suitable equipment and tackle are employed. This should be the superintendent or foreman in charge.
- Job site management shall ensure that:
 - Proper rigging equipment is available.
 - All rigging is inspected before use. Documented inspections are required.
 - Correct load ratings are available for the material and equipment used for rigging.
 - Rigging material and equipment are maintained in proper working condition.
- The supervisor of the hoisting operation shall be responsible for:
 - Proper rigging of the load.
 - Supervision of the rigging crew.
 - Ensuring that the rigging material and equipment have the necessary capacity for the job and are in safe condition.
 - Ensuring correct assembly of rigging material or equipment as required during the operation, such as the correct installation of lifting bolts.
 - Safety of the rigging crew and other personnel as they are affected by the rigging operation.

Excavation (Any process which disturbs soil)

- A. Contact MSCAA/FAA thru the Construction Manager at least 72 hours prior to proposed work for location of underground hazards (cables, ducts, fuel lines, etc.). A request form will be provided to the contractor.
- B. The contractor must contact Tennessee one call at least 72 hours prior to proposed excavation for location of utilities. Contractor must make arrangements to have personnel at the site when utilities are located. Documentation of the control number must be maintained on site.
- C. **Utilities must be located/marked prior to any process that disturbs the soil.**

Earthmoving Equipment and Trucks

- All earthmoving equipment shall be maintained in safe working condition and shall be appropriate and adequate for the intended use.
- Only authorized personnel shall operate equipment. Operators of equipment, machinery or vehicles shall be qualified and properly licensed for the operation involved.
- Equipment maintenance shall be performed only by qualified mechanics.
- Equipment operators and truck drivers shall make a documented pre-shift safety inspection of their equipment. Any conditions that effect safe operation will be corrected before use.
- Equipment shall not be operated unless all required safety devices are in place and functioning properly.
- Careless, reckless or otherwise unsafe operation or use of equipment shall result in discipline and may constitute grounds for dismissal.
- Before performing any service or repair work, all equipment shall be stopped and positively secured against movement or operation, locked and tagged out of service, unless it is designed to be serviced while running, following the manufacturer's instructions.
- When equipment is serviced or repaired, the operator shall dismount until the service or repair is completed and then make a complete walk-around safety check before remounting.
- All heavy equipment including: cranes, forklifts, dozers, end-loaders, skid-steers, etc., shall have a reverse signal/back-up alarm audible above surrounding background noise.
- All off-highway earthmoving equipment and trucks such as loaders, dozers, scrapers, motor graders, rock trucks, tractors, rollers and compactors shall be equipped with roll-over protective structures (ROPS) and seat belts.
- Seat belts shall be used and adjusted properly by operators of all heavy equipment.
- Mobile equipment shall not be left unattended unless parked securely to prevent movement, with all ground engaging tools lowered to the ground, brakes set and the engine off.
- Equipment parked at night shall be lighted, barricaded or otherwise clearly marked when exposed to traffic. Keys shall not be left in equipment overnight.
- Personnel shall not be transported or ride on equipment or vehicles that are not equipped with seats for passengers.
- When fueling equipment or vehicles with gasoline or liquefied petroleum gas (LPG) the engine shall be shut down.
- All equipment and vehicles shall be equipped with appropriate fire extinguisher or fire suppression system.

- Haul roads shall be designed, constructed and maintained for safe operation consistent with the type of haulage equipment in use. Standard traffic control signs shall be used where necessary.
- Elevated roadways shall have axle high beams or guards maintained on their outer banks.
- Equipment, tools, and materials hauled on pickups and flat bed trucks must be secured to prevent them from falling onto the road.

Welding & Cutting

- Welding leads and cutting hoses shall be kept clear of walkways and stairways.
- Flash arrestors shall be installed provided in both oxygen and acetylene hoses at the regulator connection.
- Welders shall wear approved eye and head protection when welding. Personnel assisting the welder shall also wear approved eye protection.
- Prior to welding or cutting a "20-ABC" rated fire extinguisher shall be within easy reach of the worker. A fire watch shall be stationed at all locations where sparks and/or flames may fall to a lower floor/work area or to another side of a wall.
- A suitable cylinder truck, with chain shall be used to keep cylinders from being knocked over while in use.
- Spent welding rods shall be picked up and disposed of daily.
- When practical all welding and cutting operations shall be shielded by non-combustible or flame-proof screens.
- Oxygen and acetylene cylinders shall not be stored inside buildings.
- Rubber boot protectors shall be provided on all welding leads where they make connections at the welding machine

Personal Protective Equipment

Eye and Face Protection

All employees shall wear safety glasses 100% of the time while on the construction site. Minimum eye protection shall include approved safety glasses **with side shields** which meet the standards specified in ANSI Z-87.1-1989 (this shall also include prescription eye wear).

Additional eye and face protection in combination shall be worn when:

- Welding, burning or cutting with torches
- Using abrasive wheels, portable grinders, or files
- Chipping concrete, stone or metal
- Working with any materials subject to scaling, flaking or chipping
- Drilling or working under dusty conditions
- Using explosive actuated fastening or nailing tools
- Working with compressed air or other gases

Only clear safety glasses shall be worn inside any building(s).

Head Protection

All construction workers shall wear hard hats which meet ANSI Z 89.1-1986, 100% of the time while on the construction site. Hard hats shall display the company decal where the employee works.

All delivery personnel, vendors and visitors shall wear approved hard hats while on the project.

Hearing Protection

Work areas shall be monitored to identify areas of high noise exposure (85 dBA and higher). All work areas identified as high noise exposure shall be properly posted to warn employees of the exposure.

Appropriate hearing protection shall be worn in work areas where noise levels are 85 dBA or greater.

Respiratory Protection

Contractors whose work activities warrants that employees wear respiratory protection, shall establish and implement a

respiratory protection program. The program shall meet the requirements set forth in 29 CFR 1926.134.

Foot Protection

All personnel on the construction site shall wear leather hard-soled work boots. No one is permitted to wear sneakers (including ANSI approved), tennis shoes or athletic shoes of any type, sandals, high heels, or thongs on the construction site.

Clothing

Suitable clothing for construction shall be worn on the construction site. Shirts with sleeves (at least t-shirt (4 inches) in length), full length pants and reflective safety vests shall be required. Shorts, sweatpants, or tank-tops are not allowed.

Appendix A - Safety Orientation

Check each box when completed - To be completed by all employees on the jobsite. To be completed by site supervision and employee prior to beginning work.

- ☐ Alcohol and/or drug use, fighting or horseplay are prohibited and will result in immediate termination
- ☐ 100 % eye protection, hard hats and reflective safety vests are required when on the construction project
- ☐ Review potential hazards on the project and the precautions to be taken to prevent injury
- ☐ Disciplinary Policy:

Non-serious violation

First violation - Verbal warning

Second violation - Verbal & written warning

Third violation - Verbal & written warning and three day suspension without pay

Fourth violation - Employee discharge from company

Serious violation - (see disciplinary policy)

First violation - Verbal & written warning

Second violation - Employee discharge from company

- ☐ Hazard Communication Program - location of MSDS's and written program on the project
- ☐ All accidents, injuries and unsafe conditions shall be reported to supervisor immediately
- ☐ Medical treatment protocols for injuries requiring off-site medical treatment with a doctor
- ☐ Safety meetings are held on a weekly basis (attendance is mandatory)
- ☐ All employees shall dress properly while working. Minimum attire is long pants, shirt with at least 4 inch sleeves and sturdy above the ankle work boots
- ☐ Ground fault circuit interrupters (GFCI) are required on all tools. All extension cords and power tools shall be properly grounded. Notify supervision immediately if defective equipment exists.
- ☐ All employees exposed to a fall exposure of six or greater, shall be protected by the means of fall protection. Specific training is required for fall protection.
- ☐ Employee are not allowed to work in excavations 4 feet or more in depth, unless they are properly sloped or protected by shielding or shoring
- ☐ Lockout/tagout is required when working on equipment or tools where unexpected start-up may occur or the release of energy may result in injury
- ☐ Before any employee is allowed to wear a respirator (including paper masks) they must be medically approved by a doctor and fit-tested
- ☐ Scaffolds shall be inspected and tagged prior to use by any personnel. Red tag means DO NOT USE; Yellow Tag means section of scaffold does not meet OSHA standards and Green Tag means SAFE FOR USE.
- ☐ Other hazards discussed related to the construction project:

Equipment Issued

- ☐ Hardhat
- ☐ Safety Glasses
- ☐ Orange vest
- ☐ Fall Protection Harness & Lanyard
- ☐ Respirator
- ☐ Other _____

To be completed by supervisor in the field with the employee

- ☐ Show employee around the project and discuss potential hazards
- ☐ Introduce employee to crew members
- ☐ Assign new employee to experienced work crew
- ☐ Specify work duties
- ☐ Where to eat lunch

This is to acknowledge that I have completed new employee orientation and understand that failure to comply with the Safety Program may be grounds for dismissal.

Employee Print Name: _____ Date: _____

Emergency Contact: _____

Employee Signature: _____

Supervision Signature: _____ Date: _____

Appendix B – Employee Disciplinary Guideline

The discipline policy is intended to encourage compliance with the requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA) and all additions and revisions thereto, as well as other applicable federal, state, and local requirements and this Safety and Health Guideline. Workers performing work in an unsafe manner that would endanger the employee, other workers or the public shall be subject to discipline or termination.

The Project Representative in conjunction with the Project Manager and Project Foreman will determine the course of action best suited to the circumstances. The steps to be taken shall be progressive, except in the most egregious circumstances and shall include:

- a) **Non-Serious** – Initial, isolated, or rare instances of violation, that do not result in danger to the employee, property, or others, should be corrected through non disciplinary discussion and instruction. Safety violations of a less serious nature will be handled as follows:

First Offense	Verbal Warning
Second Offense	Written Warning
Third Offense	Employee given three-day suspension without pay
Fourth Offense	Employee Discharge

- b) **Serious** – One which could result in serious injury or loss of life or serious loss of property, shall be subject to:

First Offense	Employee given three-day suspension without pay
Second Offense	Employee Discharge

- c) **Supervisor Accountability** – If two or more employees working for the same supervisor are found in serious violation as described above, that subcontractor supervisor is also subject to disciplinary action up to and including immediate discharge.

Documentation - Notice of safety violation (written) shall be given to the employee, and a copy sent to the Project Safety Representative.

Appendix C - Critical Lift Checklist

Project: _____ Date: _____

Description of Lift: _____

Name of supervisor in charge of lift: _____

Name of crane operator(s): _____

Name of signal person(s): _____

Crane Data:

Make and Model: _____

Boom Length: _____

Counterweight: _____

Capacity: _____

Load Data:

Gross Load Weight: _____

Rigging Weight: _____

Load block & line Weight: _____

Max. Load Radius: _____

Min. Load Angle: _____

Max. Boom Angle: _____

Min. Boom Angle: _____

Net Load Weight: _____

Pre-Lift Requirements:

- _____ Load is within chart limits.
- _____ Has the Center of Gravity of the Load been established and marked?
- _____ Is rigging adequate and in good condition?
- _____ Load chart utilized is for exact crane model; boom type, length, tip; counterweight.
- _____ Competent person in charge of lift: Name _____
- _____ Competent signal person identified: Name _____
- _____ Pre-pick meeting held with crew
- _____ Written crane inspection completed within 1 day of critical pick
- _____ Swing path not over personnel
- _____ Footing is sound and level (soil conditions/compaction, underground tunnel or utilities).
- _____ Pre-planning for radio or hand signal communications.
- _____ Minimum clearances from power lines can and will be maintained.
- _____ The load radius has been measured with tape measure.
- _____ Weather conditions have been checked, including wind speed.
- _____ Load will not touch boom at any time.
- _____ For dual crane lift – diagrams have been prepared.
- _____ Pad blocking is adequate and substantial.
- _____ Outriggers are fully extended.

Signed: _____
Supervisor in Charge

Appendix D – Substance Abuse

Policy Statement

The Owner **Memphis-Shelby County Airport Authority** and the OCIP Team are committed to providing project employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of these employees and visitors to our job site, promote a productive workplace, and protect the reputation of our project.

Consistent with those goals, the use, possession, distribution or sale at project sites of drugs, drug paraphernalia or alcohol is prohibited. A program of drug and alcohol testing will be instituted to monitor compliance with this policy.

Contractors / Subcontractors refusing to comply with this Drug and Alcohol Policy will not be permitted to work on this OCIP project and will be noted as being in violation of their contract with the (Project Name) / or other contractors & subcontractors working on this project.

This Policy does not represent a contract between the Owner **Memphis-Shelby County Airport Authority**, Design and Development, the OCIP Team, Owners of project, Construction Managers, General Contractors, Subcontractors, employees or perspective employees of the project.

Policy Administration

It is our combined goal to protect the health and safety of personnel, craft workers, and visitors to our job site; to promote a productive workplace and protect the reputation of this OCIP.

Prohibited Substances

1. Drugs or Drug is defined as any substance which may impair mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs, look alike drugs, and under circumstances described in this policy -prescription drugs.
2. Alcohol is defined as any beverage or substance containing alcohol, ethyl alcohol or ethanol. "Alcohol Testing or Alcohol test means testing by certified breath-alcohol technician using a DOT approved initial screening device or urine alcohol testing conducted by a certified laboratory and confirmed by gas chromatography/mass spectroscopy (GC/MS)". Test levels must not meet or exceed .04 grams per 210 liter of breath.

Pre-Project Testing

Prior to the beginning work on this Project, employers will be required to ensure that all employees have met the requirements of this policy with a negative (passing) test result. Employers and employees not meeting the requirements will not be allowed to work on this OCIP job site.

Additional Testing of Employees

1. **Post-Accident:** It is agreed that drug and alcohol testing of employees shall be required after each and every work related incident. This testing shall take place at the medical facility providing treatment for the injury. A work-related accident is defined as an accident resulting in an injury requiring treatment by a physician to the employee or other employees injured and / or resulting in damage to property or equipment.
2. **Reasonable Suspicion:** Is defined as supervision having a reason to suspect employee drug or alcohol use. The employer will bear the cost of this test.

Points of Understanding Regarding Substance Abuse Testing

1. The employer, the medical facility and the testing laboratory agree that the results of the described tests are to be held in strictest **CONFIDENCE** between the employer, the OCIP Workers Compensation Carrier and the medical facility (MRO). This is an issue of employee – employer relationship (employment) and falls under the requirements within the employer's program.

2. This statement is noted for the purpose of adjudicating a workers compensation claim. The OCIP Workers Compensation Carrier requires the employer to report all accident-related drug and alcohol test results to them immediately.

Testing Procedures

1. At a minimum pre-project and post-accident testing is required.
2. Testing shall include the following drugs at a minimum:
Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine, Barbiturates, Benzodiazepines, Methadone, Propoxyphene
3. For reasons of safety, any employee subject to a reasonable suspicion test shall be suspended until test results are available.

Prescription Drugs

The use of current valid prescription Drugs that may impair an employee's ability to safely perform his or her duties must be reported to the safety director, supervisor and management personnel.

Alcoholic Beverages

Under no circumstances are alcoholic beverages allowed on the project site.

Disciplinary Action

1. A positive pre-project or post-accident test will result in worker dismissal from this project site
2. Employees found using, selling, possessing, or manufacturing drugs shall be removed from this project and may be reported to local law enforcement.

Confidentiality

All actions taken under this policy will be in conformance with the Local Drug Testing Act

Subcontractors and Vendors

Subcontractors, sub-tiered contractors, vendors, and their employees shall cooperate with this policy in achieving a drug-free and alcohol-free workplace.

Amendments to Policy

Amendments to this policy may be issued to comply with project owner requirements, state or local laws, or federal contract requirements.

Company Name _____

**DRUG AND ALCOHOL POLICY
ACKNOWLEDGMENT AND ACCEPTANCE STATEMENT**

I certify that I have read and understand the statement and policy. I further understand that prior to employment and during employment, I am subject to drug and alcohol screening tests. I agree to provide the specimen appropriate to such drug or alcohol test(s) as may be required. I further understand that my property and I may be subject to search under the terms of this policy while I am on the Owner's premises. Failure to provide the appropriate specimen, or to permit a search, will subject me to removal from this site.

I also understand that I will not be allowed to go to work prior to the reporting of my pre-employment drug test results.

If I am an employee of a subcontractor company, an employee of an affiliate company assigned to the job site, or a contract staff, I understand that I am subject to pre-employment drug testing and all testing conditions of this Policy. Failure to provide the appropriate specimen or to permit a search or a positive test result will result in my immediate removal from this job site.

Signature

Date

Print Name and Title

Witness

Guidelines for Reasonable Suspicion

Observation Checklist

- | | | | | |
|---|---|---|--------------------------------------|--|
| 1. Walking | <input type="checkbox"/> Stumbling | <input type="checkbox"/> Staggering | <input type="checkbox"/> Falling | <input type="checkbox"/> Unable to Walk |
| | <input type="checkbox"/> Swaying | <input type="checkbox"/> Unsteady | <input type="checkbox"/> Holding On | <input type="checkbox"/> Normal |
| 2. Standing | <input type="checkbox"/> Swaying | <input type="checkbox"/> Rigid | | <input type="checkbox"/> Unable to Stand |
| | <input type="checkbox"/> Staggering | <input type="checkbox"/> Sagging at Knees | | <input type="checkbox"/> Feet Wide Apart |
| 3. Speech | <input type="checkbox"/> Shouting | <input type="checkbox"/> Silent | <input type="checkbox"/> Whispering | <input type="checkbox"/> Slow |
| | <input type="checkbox"/> Rambling | <input type="checkbox"/> Mute | <input type="checkbox"/> Slurred | <input type="checkbox"/> Slobbering |
| | <input type="checkbox"/> Incoherent | <input type="checkbox"/> Confused | <input type="checkbox"/> Normal | |
| 4. Demeanor | <input type="checkbox"/> Cooperative | <input type="checkbox"/> Polite | <input type="checkbox"/> Calm | <input type="checkbox"/> Sleepy |
| | <input type="checkbox"/> Silent | <input type="checkbox"/> Talkative | <input type="checkbox"/> Crying | <input type="checkbox"/> Excited |
| | <input type="checkbox"/> Sarcastic | <input type="checkbox"/> Fighting | | |
| 5. Actions | <input type="checkbox"/> Resisting | <input type="checkbox"/> Fighting | <input type="checkbox"/> Threatening | <input type="checkbox"/> Erratic |
| | <input type="checkbox"/> Communications | | | |
| | <input type="checkbox"/> Drowsy | <input type="checkbox"/> Profanity | <input type="checkbox"/> Hyperactive | <input type="checkbox"/> Hostile |
| | <input type="checkbox"/> Calm | | | |
| 6. Eyes | <input type="checkbox"/> Bloodshot | <input type="checkbox"/> Watery | <input type="checkbox"/> Dilated | <input type="checkbox"/> Glassy |
| | <input type="checkbox"/> Droopy | <input type="checkbox"/> Closed | <input type="checkbox"/> Normal | |
| 7. Face | <input type="checkbox"/> Flushed | <input type="checkbox"/> Pale | <input type="checkbox"/> Sweaty | <input type="checkbox"/> Normal |
| 8. Appearance/
Clothing | <input type="checkbox"/> Unruly | <input type="checkbox"/> Messy | <input type="checkbox"/> Dirty | <input type="checkbox"/> Partially Dressed |
| | <input type="checkbox"/> Body | <input type="checkbox"/> Stains | <input type="checkbox"/> Neat | <input type="checkbox"/> Normal |
| | <input type="checkbox"/> Excrement | | | |
| 9. Breath | <input type="checkbox"/> Alcoholic | <input type="checkbox"/> Faint Alcohol | <input type="checkbox"/> No Odor | |
| | <input type="checkbox"/> Odor | <input type="checkbox"/> Odor | | |
| 10. Movement | <input type="checkbox"/> Fumbling | <input type="checkbox"/> Jerky | <input type="checkbox"/> Slow | <input type="checkbox"/> Hyperactive |
| | <input type="checkbox"/> Nervous | <input type="checkbox"/> Normal | | |
| 11. Eating/
Chewing | <input type="checkbox"/> Gum | <input type="checkbox"/> Candy | <input type="checkbox"/> Mints | <input type="checkbox"/> Other – identify |
| 12. Other observations: (Visible drug use, possession, sale, etc.: attendance; poor work performance or accident; tampering with drug test; credible reports, etc.) | | | | |

Observed by: _____ Observed by: _____

Date: _____ Time: _____ Location: _____

Appendix E - Supervisor's Report of Bodily Injury

Date of Accident _____ Date Returned to Work: _____
Location of Accident _____ Time of Accident _____ am/pm
Contractor/Subcontractor Involved _____
First Aid: _____ Recordable _____ Lost Time _____ Fatality _____
Damage* _____ Fire _____ Property _____
Equipment _____
Injured Person: _____ SSN: _____
Address: _____ Occupation: _____
_____ Home Phone: _____
Male _____ Female _____ Age _____
Nature of Injury: _____
First Aid Administered By: _____
Hospital _____
Physician _____
Witnesses: _____

Equipment and/or Materials Involved: _____
Cause Of Accident: _____

Superintendent's Corrective Action: _____

Employee's Signature: _____
Supt. Signature _____
Date of report: _____

*Attach a list of damaged property and/or equipment excluding motor vehicles. Indicate owner's names and addresses. Complete "Report of Damage to Equipment or Property" (Appendix F).

Appendix F - Report of Damage to Equipment or Property

Date _____

Contractor/Subcontractor _____

Location of Accident _____

Equipment Involved _____

Personal injuries Yes _____ No _____

Damage Estimate \$ _____

Witness to Accident

Statement Obtained

Statement Attached

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Remarks _____

Time of Accident _____ AM _____ PM _____ Date _____

Weather Conditions _____ Temperature _____

Roadway or surface type _____ Wet _____ Dry _____ Other _____ *

*If other, explain _____

If more space is required, use back of this sheet for additional information and sketches.

Signed _____

Title _____

Employee Name _____

Appendix G - Contractor Monthly Report of Safety Statistics

MONTHLY ACCIDENT EXPERIENCE SUMMARY		CONTRACT NO:	
		CONTRACTOR/SUBCONTRACTOR NAME:	
		MONTH	YEAR
		REPORTING PERIOD: THROUGH:	
	THIS MONTH	YEAR TO DATE	PROJECT TO DATE
HOURS WORKED			
PAYROLL			
A. FIRST-AID CASES B. OSHA RECORDABLE CASES C. LOST TIME CASES (list each under comments) D. TOTAL LOST WORK DAYS E. PROPERTY DAMAGE F. EQUIPMENT G. GENERAL PUBLIC			
OSHA Recordable Incidence Rate* Lost Time Incident Rate*			
COMMENTS:			
Prepared By: _____ Date _____		PM/Superintendent _____ Date _____	

Appendix H – Safety Improvement Team Guidelines

The Owner recognizes that a cooperative effort is required to insure a safe construction project. Therefore, the Contractor shall establish a Safety Improvement Team to facilitate the proper cooperative attitude.

The Safety Improvement Team shall be composed of an equal number of employee and management representatives. The management personnel (4) will consist of one Owner representative, one person from the Contractor, one from the workers' compensation/general liability insurance carrier and a representative of subcontractor supervision. The employee members (4) shall be selected from the various subcontractor trades on a voluntary basis or by nomination to serve a minimum of one year each.

The Contractor's Safety Manager shall serve as the Safety Improvement Team advisor and is responsible for providing meeting agendas and minutes, giving assignments to the committee, and publicizing committee accomplishments. Safety Improvement Team meeting minutes and attendance roster shall be maintained.

The Contractor's Safety Manager is responsible for assuring that Committee members are adequately trained to perform their duties and responsibilities.

The Contractor's Safety Manager is responsible for assuring that subcontractors with 25 or more employees establish their own Safety Improvement Team commensurate with the NRS requirements.

The primary purpose of the Safety Improvement Team is to evaluate safety and health program effectiveness, suggestions, hazard reports, hotline reports, etc., and to provide suggestions and recommendations to improve workplace safety.

Additional duties include advising and educating employees in safe working practices, investigating accidents and their causes, recommending preventative measures, inspecting work areas, and other duties as assigned

Meetings shall be held at least monthly, discussion items shall include:

- Inspection Reports
- Accident Reports
- The safety of construction methods and practices
- Review and make recommendations on employee hazard reports, hotlines, etc.

The Safety Improvement Team members will receive their regular rates of pay while performing Safety Improvement Team duties. Time spent performing Safety Improvement Team duties shall be documented using normal time reporting procedures.

**EXHIBIT E
TO
UNIT PRICE CONSTRUCTION CONTRACT
FOR
TERMINAL APRON RECONSTRUCTION (including Concourse C Demo) – CONSTRUCTION**

**BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND
(CONTRACTOR NAME)**

FAA REQUIRED CONTRACT PROVISIONS

Federal laws and regulations require that recipients of federal assistance (Sponsors) include contract provisions in certain contracts, requests for proposals, or invitations to bid. The provisions are as follows:

1. Title VI Clauses for Compliance with Nondiscrimination Requirements (FAA Provision A6.4.1). (Reference: 49 USC § 47123)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

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

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

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

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

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

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

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

2. Title VI List of Pertinent Nondiscrimination Acts and Authorities (FAA Provision A6.4.5).

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

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

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

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

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

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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.*).

3. Federal Fair Labor Standards Act (FAA Provision A17). (Reference: 29 U.S.C. § 201, *et seq.*)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

4. Occupational Safety and Health Act of 1970 (FAA Provision A20). (Reference: 29 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of

1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5. General Civil Rights Provisions (FAA Provision A5). (Reference: 49 U.S.C. § 47123)

The Contractor agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

EXHIBIT E

FAA REQUIRED CONTRACT PROVISIONS – AIP CONTRACTS

6. Buy American Preference (FAA Provision A4). (Reference: 49 USC § 50101)

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

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

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

Date

Signature

Company Name

Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

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

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

Date

Signature

Company Name

Title

7. Clean Air and Water Pollution Control (FAA Provision A7). (Reference 2 CFR § 200, Appendix II(G))

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

8. Contract Workhours and Safety Standards Act Requirements (FAA Provision A8). (Reference: 2 CFR § 200, Appendix II (E))

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

9. Debarment and Suspension (FAA Provision A11). (Reference: 2 CFR part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5)

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

10. Prohibition of Segregated Facilities (FAA Provision A19). (Reference: 41 CFR § 60)

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

11. Access to Records and Reports (FAA Provision A1). (Reference: 2 CFR § 200.333, 2 CFR § 200.336)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

12. Affirmative Action Requirement (FAA Provision A2). (Reference: 41 CFR part 60-4, Executive Order 11246)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 32.3%

Goals for female participation in each trade: 6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Memphis, Shelby County, Tennessee.

13. Copeland "Anti-Kickback" Act (FAA Provision A9). (Reference: 2 CFR § 200, Appendix II (D), 29 CFR Parts 3 & 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

14. Davis-Bacon Requirements (FAA Provision A10). (Reference: 2 CFR § 200, Appendix II (D), 29 CFR Part 5)

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

3. Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such

records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (4) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15. Disadvantaged Business Enterprises (FAA Provision A12). (Reference: 49 CFR part 26)

- (a) **Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Owner deems appropriate, which may include, but is not limited to:
 - 1) Withholding monthly progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the Contractor from future bidding as non-responsible.
- (b) **Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from Memphis-Shelby County Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Memphis-Shelby County Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

16 Energy Conservation Requirements (FAA Provision A14). (Reference: 2 CFR § 200, Appendix II(H))

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

17.1 Equal Employment Opportunity (EEO) (FAA Provision A16). (Reference: 2 CFR 200, Appendix II(C) ,41 CFR § 60-1.4, Executive Order 11246)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

17.2 Equal Employment Opportunity Specification (FAA Provision A16). (Reference: 2 CFR 200, Appendix II(C) 41 CFR § 60-1.4, Executive Order 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as a superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
 10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and

retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

18. Lobbying and Influencing Federal Employees (FAA Provision A18). (Reference: 31 U.S.C. § 1352, 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

19. Rights to Inventions (FAA Provision A22). (Reference: 2 CFR § 200, Appendix II(F), 37CFR § 401)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified in 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

20. Trade Restriction Certification (FAA Provision A26). (Reference: 49 USC § 50104, 49 CFR part 30)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R; or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

21. Veteran's Preference (FAA Provision A27). (Reference: 49 USC § 47112(c))

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

22. Procurement of Recovered Materials (FAA Provision A21). (Reference: 2 CFR § 200.322, 40 CFR part 247)

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

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year. The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.
Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
 - a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
 - b) Fails to meet reasonable contract performance requirements; or
 - c) Is only available at an unreasonable price.

23. Seismic Safety (FAA Provision A23). (Reference: 49 CFR part 41)

- (a) In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International

Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

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

24. Distracted Driving (FAA Provision A13). (Reference: Executive Order 13513, DOT Order 3902.10)

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 which involve driving a motor vehicle in performance of work activities associated with the project.

25. Tax Delinquency and Felony Conviction (FAA Provision A24).

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**EXHIBIT F
TO
CONSTRUCTION CONTRACT
FOR
TERMINAL APRON RECONSTRUCTION (including Concourse C Demo) – CONSTRUCTION**

**BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND
(CONTRACTOR NAME)**

STATE REQUIRED CONTRACT PROVISIONS

STANDARD TERMS AND CONDITIONS:

Grantees shall not assign an Aeronautics Grant Contract or enter into a subcontract for any of the services performed under an Aeronautics Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Aeronautics Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

CONTRACT CLAUSES:

- F.1. Conflicts of Interest. Contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to MSCAA in connection with any work contemplated or performed relative to this Contract.
- F.2. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- F.3. Nondiscrimination. Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional,

or statutory law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- F.4. Public Accountability. If the Contractor is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by Contractor on behalf of the State, Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. MSCAA shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the Contractor, provide Contractor with any necessary signs.

- F.5. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Contractor in relation to this Contract shall be approved by the State.

- F.6. Records. The Contractor and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Contractor's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Contractor shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Contractor shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Contractor shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

DIVISION 1 – SECTION 01100**SUMMARY OF THE WORK, SEQUENCE OF CONSTRUCTION & LIQUIDATED DAMAGES****PART 1 GENERAL**

Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to Division 0 and Division 1 and other Sections of these Specifications.

1.01 SUMMARY**SUMMARY OF WORK**

- A. The "Project," of which the "Work" of this Contract is a part, is titled Terminal Apron Reconstruction (including Concourse C South Demo) - Construction, MSCAA Project 13-1368-02.
- B. The "Work" of this Contract is defined in the Contract Documents to include, but not be limited to, reconstruction of approximately 8,500 SY of existing apron pavement, and the demolition of the south end of Concourse C.

The scope of work for the apron reconstruction includes removal of existing pavement, subgrade preparation, installation of underdrain piping, utility demolition and installation, abandonment of existing fuel line and fuel pits, and new airfield pavement.

The scope of work for the Concourse C demolition project includes mechanical demo/termination of duct work, plumbing demo/termination of sanitary sewer lines, electrical demo/termination of existing circuits and low voltage data cabling. Reconnection of chilled water, hot water, and domestic water lines. Hauling of demolished material/rubble and backfilling of existing tunnel. Masonry and Glass/Glazing work to close off new end of Concourse C.

- C. Airport Improvement Program Project: The work in this contract is included in an Airport Improvement Program Project (which project is subject to receipt of confirmation of federal funds) which is being undertaken and accomplished by the Owner in accordance with the terms and conditions of an agreement between the Memphis-Shelby County Airport Authority and the United States, under the provision of Title 49, United States Code, herein called Title 49, USC, pursuant to which the United States Government has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States Government is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States Government, by the contract, makes the United States Government a party to this contract.
- D. FAA Inspection and Review: The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.
- E. Subcontracts: The Contractor shall insert in each of his subcontracts the provisions contained in paragraphs C. and D., of this section and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 PROJECT PHASING AND COMPLETION

- A. This is a fixed-duration Contract required to be substantially completed within **two hundred and seventy (270) calendar days** from the Notice to Proceed (“NTP”) date. The project scope of work is as stated in Paragraphs 1.01 (A) and (B) above. Final Completion of the project shall be within forty-five (45) days of the Substantial Completion Date.

“Substantial Completion” of the project shall be defined as the stage of construction when work is substantially completed and excludes all punch list items, record drawings, O&M manuals, lien waivers, maintenance training, warranties, consent of surety to final payment, and all other required closeout documentation.

“Final Completion” of the project shall be defined as work that is 100% complete including all punch list items, record drawings, O&M manuals, lien waivers, maintenance training, warranties, consent of surety to final payment, and all other required closeout documentation. Final Completion shall include Demobilization.

“Demobilization” shall consist of all activities by the Contractor and subcontractors necessary for 100% completion of the work and final contract closeout as listed above and all cleanup work and operations, including but not limited to, removal of personnel, equipment, contractor-owned stockpiles, supplies, and incidentals from the project site; return of any and all airport-issued security identification badges; cleanup of all offices, buildings, batch plant, staging/lay-down areas, and other facilities; and restoration of all areas to preconstruction condition or better or to other condition as stipulated in the project plans and specifications; completion and delivery to the Owner of all contract closeout documentation and any other documentation request by Owner, including but not limited to, Operations and Maintenance Manuals, Warranties, Final Lien-waivers, Owner Controlled Insurance Program closeout paperwork, DBE paperwork, Final Project Record Documents and finalization of any and all punch list items. The Demobilization lump sum amount becomes fixed and will not change for the duration of contract.

- B. The actual NTP date will be negotiated and mutually agreed by both parties (Owner and Contractor) prior to issuance of the NTP. If mutual agreement cannot be reached between the parties, the Owner reserves the right to establish the actual Notice to Proceed date. The NTP letter will state the date on which the Contractor will begin construction and from which date contract time will be charged. Contractor shall be mobilized and on site ready for work on the date stated in the Notice to Proceed.
- C. “Mobilization” shall consist of all preparatory work and operations needed to begin construction activities on the date mutually agreed including but not limited to, badging, movement of personnel, equipment, stockpiles, supplies and incidentals to the project site; the establishment of all offices, buildings, batch plant, staging/lay-down areas and other facilities necessary for work on the project; all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site, and utility services for all offices, buildings, batch plant, staging/ lay-down areas, and other facilities. The Mobilization lump sum amount becomes fixed and will not change for the duration of contract.
- D. All days are calendar days.
- E. The work site will be available as described on the plans and applicable sections of these specifications. Work is permitted 24 hours per day, 7 days per week except that only non-noise producing activities shall be permitted between 11:00 PM and 6:00 AM, except with prior written approval of the Owner.

- F. The Contractor shall proceed with the work at such rate of progress to ensure full completion within the specified duration. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- G. If the Contractor experiences weather related delays, he shall submit a report documenting the weather conditions and delays, if any, experienced during any calendar month.
- H. If the Contractor is prevented from working due to any other legitimate reason he shall notify the Owner in writing as per the Lump Sum Construction Contract of the delay and request a corresponding increase in the number of contract days.
- I. The Owner shall be the sole judge as to whether or not a request for a contract time extension is legitimate.
- J. The Owner reserves the right to adjust limits of construction to accommodate the Owner's requirements for maintenance of Airport Operations and Public Traffic with minimum interruption during the construction of this project. Any required adjustment of limits of construction will be at no additional cost to the Owner.

3.02 LIQUIDATED DAMAGES

- A. The OWNER and the CONTRACTOR recognize that time is an essential element of this contract and that delay in completing this project will result in damages due to public inconvenience, obstruction to aviation and vehicular traffic, interference with businesses both on and off the airport, increased operational costs to airport users, and increased costs to the OWNER associated with engineering services, inspections, testing, and project administration. It is therefore agreed that in view of the difficulty of making a precise determination of such damages, the CONTRACTOR will pay the OWNER, sums of money in the amounts herein stipulated, not as a penalty, but as Liquidated Damages for not meeting the schedule for specific critical Project Milestones.
- B. If the CONTRACTOR fails to deliver equipment or materials, or perform any services within the times and dates specified in this Contract to achieve the established Milestones, or any extensions granted in writing, the CONTRACTOR shall pay to the OWNER as Liquidated Damages, the sums specified in Table 1, below:

Table 1		
<i>Milestone</i>	<i>Completion Date</i>	<i>Liquidated Damages</i>
Substantial Completion	270 days	\$2,500 per Day or any portion thereof
Final Completion and Demobilization Phase	45 days	\$500 per Day or any portion thereof

- D. Application of Liquidated Damages is not a Change to the Contract. The application of any Liquidated Damages to one Milestone shall not effect a change in the subsequent Contract Milestone dates or relieve CONTRACTOR of his responsibility to meet all construction schedules. If multiple Milestone dates are missed, Liquidated Damages for more than one Milestone will be imposed concurrently.
- E. If Liquidated Damages are imposed, the OWNER shall deduct the same from any amounts due the CONTRACTOR at the time Liquidated Damages are imposed. If sufficient amounts are not due to the CONTRACTOR to cover such Liquidated Damages, then the OWNER shall invoice the

CONTRACTOR for the amounts due to the OWNER. Such invoices shall become due and payable immediately upon receipt by the CONTRACTOR.

- F. Liquidated Damages are in addition to any other damages or penalties which may be assessed and withheld under other provisions of this contract.

3.03 COMPLETION BONUS

NO completion bonus has been budgeted for this project.

END OF SECTION 01100

DIVISION 1 – SECTION 01210**ALLOWANCES****PART 1 GENERAL****1.01 SUMMARY**

- A. To provide adequate budget and bonding to cover items not precisely determined by the Owner prior to bidding, allow within the proposed Contract Sum the amounts described in this Section.
- B. Unless stated otherwise herein, all allowances are to be paid as Time and Materials Work per GP-150.
- C. Related Work:
 - 1. Documents affecting Work of this Section include, but are not necessarily limited to, Division 0, Division 1 and other Sections of these Specifications.
 - 2. Other provisions concerning Allowances may be stated in other Sections of these Specifications.

1.02 SPECIFIC ALLOWANCES – The following cash allowances are included within this Contract:

- A. **Asbestos Abatement** - The Contractor will be required to properly manage all asbestos containing materials per the Shelby County Health Code. Allowance shall be used for abatement activities. Contractor must justify and costs for additional hauling or landfill fees. This fee shall be used at the sole discretion of the Program Manager.
- B. **Low Voltage Repairs** - The contractor shall be required to repair any communication wiring that is inadvertently damaged during demolition activities. This fee shall be used at the sole discretion of the Program Manager.
- C. **MLGW Waterline Fees** - The Contractor shall pay all utility design and connection fees as required by the project. This fee shall be used at the sole discretion of the Program Manager.
- D. **In-Place Fuel Abandonment** – The Contractor will be required to perform abandonment of existing jet fuel line remaining in place (i.e. outside construction limits) including, but not limited to: draining fuel lines, filling fuel lines with nitrogen, remove and salvage hydrants, valves, etc, filling fuel lines with slurry-fill. Additionally, reconnecting existing sluice gates including extending existing ductbanks, tying in new ductbanks to existing, rewiring control panels, etc. Contractor to provide a plan for abandonment if selected for review and approval. This fee shall be used at the sole discretion of the Program Manager.

END OF 01210

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ITEM P-150 DEMOLITION

DESCRIPTION

150-1.1 General. This item shall consist of the of the removal of existing storm drain pipes and manholes, existing water pipes and fire hydrants, sanitary sewer pipes and manholes, and abandoned fuel lines and hydrant pits. Demolition of other miscellaneous items, such as, but not limited to, concrete pads, concrete and metal bollards, metal hand rails, duct markers, utility valves, glycol pit, piping and other system components, parking bumpers, portable barrier rails, underdrain pipes, cleanouts, miscellaneous or abandoned underground wires, conduits and duct banks, miscellaneous concrete and asphalt debris, and other miscellaneous items shall be considered a subsidiary obligation to contract. Concrete and asphalt pavement demolition shall be in accordance with section P-101. Marking removal shall be in accordance with section P-620.

150-1.2 Waste Disposal. Disposal of all material demolished or removed under these items shall be off airport property in landfills appropriate for the type of material to be disposed of or as indicated in the construction documents or as directed by the Program Manager. Cost of disposal will not be paid for separately and shall be considered incidental to each item. Items identified for removal and salvage shall be carefully decommissioned and removed from service, avoiding damage to the item, and turned over to the airport or Program Manager. The airport or Program Manager shall be allowed first right of refusal, where the Contractor shall then be required to dispose of the item as previously specified.

CONSTRUCTION METHODS

150-2.1 Miscellaneous Demolition. The Contractor shall remove and dispose of all miscellaneous items as necessary to permit construction. Miscellaneous items are defined as all items that are not identified with a separate pay item, such as, but not limited to, concrete pads, concrete and metal bollards, metal hand rails, duct markers, utility valves, parking bumpers, portable barrier rails, underdrain pipes, cleanouts, miscellaneous or abandoned underground wires, conduits and duct banks, miscellaneous concrete and asphalt debris, or any other item that interferes with construction. Excavated areas shall be filled and compacted in accordance with Item P-152. Filling and compaction for these items shall be considered incidental to the demolition pay item requiring its use.

150-2.2 Storm Drain pipe and Manholes. The Contractor shall remove and dispose of all storm drain pipes and manholes as shown on the plans. Excavated areas shall be filled and compacted in accordance with Item P-152.

150-2.3 Sanitary Sewers and Manholes. The Contractor shall remove and dispose of all sanitary sewer pipes and manholes as shown on the plans. Excavated areas shall be filled and compacted in accordance with Item P-152.

150-2.4 Water Pipes and Flush Mounted Fire Hydrants. The Contractor shall remove and dispose of all water pipes and flush mounted fire hydrants as shown on the plans. Excavated areas shall be filled and compacted in accordance with Item P-152.

150-2.5 Abandoned Fuel Pipes and Hydrant Pits. The Contractor shall remove and dispose of all abandoned fuel pipes and hydrant pits as shown on the plans. Excavated areas shall be filled and compacted

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in accordance with Item P-152.

METHOD OF MEASUREMENT

150-3.1 Miscellaneous Demolition. No separate measurement shall be made for demolition of items other than those specified herein or under separate specification. All items not identified with a separate pay item shall be considered incidental to the project and will not be measured and paid for separately.

150-3.2 Demolition of Existing Storm Drain Pipe (All Sizes). Measurement shall be made for the number of linear feet of existing storm drain pipe removed as measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable, regardless of depth. Price shall include all excavation, labor, tools, materials, disposal and backfill necessary to complete this item. All demolished pipes shall be crushed and added to the on-Airport crushed concrete stockpile.

150-3.3 Demolition of Existing Storm Drain Manhole. Measurement shall be made per each of the existing manhole demolished including all excavation, labor, tools, materials, disposal and backfill necessary to complete this item. All demolished structures constructed of concrete shall be crushed and added to the on-Airport crushed concrete stockpile. The structures metal parts and fittings shall become property of the Contractor.

150-3.4 Demolition of Existing Sanitary Sewer Pipe (All Sizes). Measurement shall be made for the number of linear feet of existing sanitary sewer pipes removed as measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable, regardless of depth. Price shall include all excavation, labor, tools, materials, disposal and backfill necessary to complete this item. Demolished pipe shall become property of Contractor.

150-3.5 Demolition of Existing Sanitary Sewer Manhole. Measurement shall be made per each sanitary sewer manhole demolished, regardless of size depth, or type. Including all excavation, labor, tools, materials, disposal and backfill necessary to complete this item. All demolished structures constructed of concrete shall be crushed and added to the on-Airport crushed concrete stockpile. The structures metal parts and fittings shall become property of the Contractor.

150-3.6 Demolition of Existing Water Pipe (All Sizes). Measurement shall be made for the number of linear feet of existing water pipe, regardless of size, type, or depth. Price shall include all excavation, labor, tools, materials, disposal and backfill necessary to complete this item. Demolished pipe shall become property of Contractor.

150-3.7 Remove Existing Flush Mounted Fire Hydrant. Measurement shall be made per each of the existing flush mounted fire hydrants removed including all excavation, labor, tools, materials, disposal and backfill necessary to complete this item. Pit and fire hydrant to remain property of MLGW.

150-3.8 Demolition of Existing Metal Guardrail. Measurement shall be made for the number of linear feet of existing metal guardrail system removed, along the guardrail centerline, from the connection point to existing or free end, to the other free end or connection point. Price shall include all excavation, labor, tools, materials, disposal, and incidentals, including the rail, posts, anchor plates, and end treatments. Removed materials to become property of the Contractor.

150-3.9 Demolition of Existing Abandoned Passenger Boarding Bridge Foundations. Measurement shall be made per each for the number of existing abandoned passenger boarding bridge foundations

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demolished. Price shall include all demolitions, excavation, labor, tools, materials, disposal, and incidentals for the foundation demolition, regardless of depth, size, and reinforcing. Demolition to be to proposed subgrade only; concrete to be crushed and added to the on-Airport stockpile.

150-3.10 Remove Existing Water Cabinets. Measurement shall be made per each for the number of existing water cabinets removed as shown on the plans. Water cabinets are stainless steel, approximately 4 ft. by 2.5 ft. x 5 ft., and weigh between 500 and 1,000 lbs. each. Electrical supply 120 VAC. Water cabinet to become property of MSCAA.

150-3.11 Remove Existing Passenger Boarding Bridge Cargo Lift. Measurement shall be made per each existing passenger boarding bridge cargo lift removed as shown on the plans. Dimensions approximately 4.5 ft. by 6.5 ft. by 20 ft.; Electrical supply 480 VAC. If salvageable, the Cargo lifts to become property of MSCAA.

150-3.12 Remove Existing Light Pole and Foundation. Measurement shall be made per each existing light pole and foundation removed as shown on the plans. Light pole height is approximately 40 ft. If salvageable, the light poles to become property of MSCAA.

150-3.13 Demolition of Existing Fuel Pipe (Abandoned/Slurry-Filled). Measurement shall be made for the number of linear feet of existing abandoned/slurry-filled fuel pipe removed measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable, regardless of size or depth. Price shall include all excavation, labor, tools, materials, disposal and embankment necessary to complete this item.

150-3.14 Demolition of Existing Hydrant Pit (Inactive). Measurement shall be made per each of the existing inactive hydrant fuel pits and internal piping, fittings, valves, components and piping to 12" outside of pit demolished including all excavation, labor, tools, materials, disposal, and embankments necessary to complete this item.

BASIS OF PAYMENT

Payment shall be full compensation for all work and incidentals necessary to complete each item of work.

150-4.1 Miscellaneous Demolition. No separate payment shall be made for demolition of items other than those specified herein or under separate specification.

150-4.2 Demolition of Existing Storm Drain Pipe (All Sizes). Payment will be made at the contract unit price per linear foot for storm drain pipe demolished.

150-4.3 Demolition of Existing Storm Drain Manhole. Payment will be made at the contract unit price per each of the existing storm drain manhole demolished.

150-4.4 Demolition of Existing Sanitary Sewer Pipe (All Sizes). Payment will be made at the contract unit price per linear foot for sanitary sewer pipe demolished.

150-4.5 Demolition of Existing Sanitary Sewer Manhole. Payment will be made at the contract unit price

per each sanitary sewer manhole demolished.

150-4.6 Demolition of Existing Water Pipe (All Sizes). Payment will be made at the contract unit price per linear foot for water pipe demolished.

150-4.7 Remove Existing Flush Mounted Fire Hydrant. Payment will be made at the contract unit price per each flush mounted fire hydrant removed.

150-4.8 Demolition of Existing Metal Guardrail. Payment will be made at the contract unit price per linear foot of existing metal guardrail demolished.

150-4.9 Demolition of Existing Abandoned Passenger Boarding Bridge Foundations. Payment will be made at the contract unit price per each foundation demolished.

150-4.10 Remove Existing Water Cabinets. Measurement shall be made at the contract unit price per each water cabinet removed.

150-4.11 Remove Existing Passenger Boarding Bridge Cargo Lift. Payment will be made at the contract unit price per each passenger boarding bridge cargo lift removed.

150-4.12 Remove Existing Light Pole and Foundation. Payment will be made at the contract unit price per each light pole and foundation removed.

150-4.13 Demolition of Existing Fuel Pipe (Abandoned/Slurry-Filled). Payment will be made at the contract unit price per linear foot for existing fuel pipe (abandoned/slurry-filled) demolished.

150-4.14 Demolition of Existing Hydrant Pit (Inactive). Payment will be made at the contract unit price per each of the existing hydrant pit (inactive) and internal piping, fittings, valves, and components demolished.

Payment will be made under:

Item P-150-4.1	Demolition of Existing Storm Drain Pipe (All Sizes) – per linear foot
Item P-150-4.2	Demolition of Existing Storm Drain Manhole – per each
Item P-150-4.3	Demolition of Existing Sanitary Sewer Pipe (All Sizes) – per linear foot
Item P-150-4.4	Demolition of Existing Sanitary Sewer Manhole – per each
Item P-150-4.5	Demolition of Existing Water Pipe (All Sizes) – per linear foot
Item P-150-4.6	Remove Existing Flush Mounted Fire Hydrant – per each
Item P-150-4.7	Demolition of Existing Metal Guardrail – per linear foot
Item P-150-4.8	Demolition of Existing Abandoned Passenger Boarding Bridge Foundations – per each
Item P-150-4.9	Remove Existing Water Cabinet – per each

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|-----------------|--|
| Item P-150-4.10 | Remove Existing Passenger Boarding Bridge Cargo Lift – per each |
| Item P-150-4.11 | Remove Existing Light Pole and Foundation – per each |
| Item P-150-4.12 | Demolition of Demolition of Existing Fuel Pipe (Abandoned/Slurry-Filled) – per |
| linear foot | |
| Item P-150-4.13 | Demolition of Existing Hydrant Pit (Inactive) – per each |

END OF ITEM P-150

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ITEM P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, access roads, haul roads, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified. This excludes removal of cement stabilized soil bases and subbases. Suitable material shall be used in fill areas and shaped and compacted as specified herein. All excess material shall remain on airport property and be transported to a waste area identified within McKeller Park or as directed by the Program Manager.

Unclassified Excavation shall include, as incidental, the placement of the excavated material as embankment as needed or at a waste area designated by the Program Manager, in successive lifts, and at the compaction requirement specified in Section 152-2.8.

b. Undercut Excavation. This item shall consist of the removal and disposal of deposits of mixtures of soils not suitable for use as subgrade material, as determined by the Program Manager. This shall also include excavation and disposal of material soft spots encountered in the subgrade observed during the performance of proofrolling operations. Such over-excavation of material soft spots shall not include over-saturated material resulting from the Contractor's failure to properly drain the grade or due to over application of water during subgrade preparation. This item shall also include, as incidental, the replacement of the over-excavated material with excess Unclassified Excavation materials obtained from grading operations or granular backfill as approved by the Program Manager, compacted and brought to grade as required in this specification.

c. Unsuitable Material Excavation. This item shall consist of the removal and disposal of contaminated soils, unsuitable material for use in subgrade construction, embankment fill, or topsoil. Unsuitable material excavations shall include any materials containing vegetative or organic matter such as muck, peat, organic silt, sod, and/or garbage; materials containing rubbish, trash and/or debris; materials containing waste such as bulky waste, commercial solid waste, construction and demolition waste, domestic waste, farming waste, industrial waste, landscaping waste, and/or land clearing waste. Unsuitable material excavation shall also include petroleum impacted soils and other such hazardous waste. Materials designated by the Program Manager as petroleum impacted soils or hazardous waste shall be handled under the direction of the MSCAA Environmental Department and when released by the Program Manager, disposed of off airport property at the Contractor's expense. This item shall also include, as incidental, the replacement of the excavated unsuitable material with excess Unclassified Excavation materials obtained from grading operations or granular backfill as approved by the Program Manager, compacted and brought to grade as required in this specification.

The Tennessee Department of Environment and Conservation (TDEC) defines some of the above listed waste materials in accordance with Chapter 0400-11-01, as follows:

Bulky Waste: large items of solid waste such as white goods, furniture, autos or large auto parts, trees, branches, stumps, and other oversize waste whose large size precludes or otherwise complicates their handling by normal collection, processing or disposal methods.

Commercial Solid Waste: all types of solid waste generated by stores, offices, restaurants, warehouses, and other manufacturing activities, excluding domestic and industrial waste.

Construction/Demolition Waste: waste other than special waste resulting from construction, remodeling, repair and demolition of structures and/or road construction. Such waste includes, but is not limited to, bricks, concrete, masonry materials, rock, lumber, road spoils, rebar, asphalt and other such paving materials. These types of waste are not associated with, and shall not be paid for as, demolition of pavements otherwise identified for demolition as a part of this project unless otherwise directed by the Engineer.

Domestic Waste: any solid waste, including garbage and trash, derived from single and multiple residence households, hotels, motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreational areas.

Farming Waste: means the wastes from the customary and generally accepted activities, practices, and procedures that farmers adopt, use, or engage in during the production and preparation for market of poultry, livestock, and associated farm products; and in the production and harvesting of agricultural crops which include agronomic, horticultural, and silvicultural crops and wastes resulting from aquaculture activities. However, the term does not include special wastes such as waste oils or other lubricants, unused fertilizers, or pesticide containers or residues.

Hazardous Waste: hazardous waste shall be as defined in subparagraph (1)(c) of Rule 0400-12-01-.02.

Industrial Waste: solid waste produced in, or generated by, industrial or manufacturing processes. The term does not include commercial, domestic, mining, or hazardous waste regulated under and subject to the Resource Conservation and Recovery Act (RCRA) Subtitle C), or oil and gas waste.

Landscaping and Land Clearing Waste: trees, stumps, brush, dirt, branches, leaves, clippings, etc. from landscaping and land clearing activities.

Mixed Solid Waste: a mixture of organic and inorganic discards and may contain household and other municipal solid wastes that are excluded from regulation as hazardous wastes.

Special Waste: are solid wastes that are either difficult or dangerous to manage and may include sludges, bulky wastes, pesticide wastes, medical wastes, industrial wastes, hazardous wastes which are not subject to regulations under Rules 0400-12-01-.03 through 0400-12-01-.07, liquid wastes, friable asbestos wastes, and combustion wastes.

d. Borrow excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas designated by the Program Manager within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries.

e. Petroleum Impacted Soil Excavation. This item shall include the removal of soils with sufficient petroleum contamination as classified by the Environmental Sampling Work Plan for Hydrant Fuel System Removal (Environmental Work Plan), which are above, below, or adjacent to the currently active or abandoned hydrant fuel systems including piping and appurtenant structures such as hydrant pits. This item includes the requirements for identifying, screening, sampling, delineating, and placing or disposing of soils excavated during the excavation and demolition of the fuel systems.

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152-1.3 Granular backfill. Granular backfill shall consist of material meeting the requirement of Item P-209 Crushed Aggregate Base Course or P-219 Recycled Concrete Aggregate Base Course.

152-1.4 Subgrade preparation. Subgrade preparation shall consist of the stripping, subgrade evaluation, providing a proof roll, and preparation of the underlying subgrade in areas to be overlain with full strength airfield pavements, airfield shoulders, parking areas, service road and service road shoulders per Section P-152-2.9. Subgrade preparation shall occur and subsequent acceptance by the Program Manager shall be obtained prior to the placement of any overlying materials. The subgrade areas designated under pavement shall be prepared in accordance with this specification to meet compaction, grade, and smoothness acceptance criteria.

CONSTRUCTION METHODS

152-2.1 General. The suitability of material to be placed in embankments shall be subject to approval by the Program Manager. All unsuitable material shall be transported to a waste area identified within McKeller Park or as directed by the Program Manager. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the Program Manager.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the Program Manager notified per Section 70, paragraph 70-20. At the direction of the Program Manager, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Program Manager, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

The Contractor shall maintain positive drainage at the project site at all times. When drainage pipes cross project phase lines, the Contractor shall take those steps necessary to maintain temporary positive drainage of the affected system. Temporary drainage shall be required and, unless otherwise specified, shall be considered incidental to those operations requiring its use in order to complete the work.

Lime may be allowed at the Program Manager's discretion for the sole purpose of drying soils with high moisture contents where aeration and manipulation of the soil have failed to reduce the moisture content to within tolerance of optimum. Lime shall also be allowed, at the Program Manager's discretion, to protect the Contractor's progress by acceleration of compaction efforts in advance of anticipated rain events. Code "L", Hydrated, or Quicklime are acceptable for use. Use of agricultural lime shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor on a maximum 50' x 50' grid for both horizontal and vertical control and the Program Manager has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and Program Manager shall agree that the original ground lines shown on the original topographic mapping are accurate or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the Program Manager in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

The Contractor shall perform all bracing, sheathing, or shoring necessary to implement and protect all excavations as required for safety, conformance to governing laws, or to prevent damage to surrounding items or features. The cost of said bracing, sheathing, and shoring shall be included in the unit price bid for the item requiring excavation.

Excavation of non-stabilized (unbound) pavement bases and subbases such as granular bases and sub-bases will be paid for as Unclassified Excavation. Removal of stabilized (bound) pavement bases and subbases such as Porous Bituminous Base Courses and Soil-Cement Subbase Courses shall be paid for under P-101 Preparation/Removal of Existing Pavements.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the Program Manager. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas approved by the Program Manager.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the Program Manager shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the Program Manager. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified.

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Excavation of unsuitable material shall be paid for as Unsuitable Material Excavation and Disposal at the contract unit price per cubic yard as measured in its original position. The excavated areas shall be refilled with suitable material, obtained from the grading operations or, if approved by the Program Manager, replaced with compacted granular backfill. Granular material used to backfill undercut areas will be measured for payment, if the undercut and use of granular backfill has been authorized by the Program Manager. Back filling of undercut areas with material obtained from grading operations (unclassified excavation) will not be measured for additional payment but shall be considered incidental to grading operations.

Excessive moisture content alone shall not constitute a reason for classifying any material as unsuitable and performing Undercut Excavation. Material that is too wet for compaction but otherwise suitable as determined by the Program Manager shall be aerated, dried and compacted at the Contractor's expense. Soils which become oversaturated from percolation of ground water after drying shall be considered for Undercut Excavation, dependent on approval from the Program Manager. The Contractor shall take all reasonable steps necessary to protect subgrade and embankment areas from excessive moisture. Such protection may include, but is not limited to, providing positive temporary drainage, sealing off of embanked or subgrade soils with a smooth drum wheeled roller prior to rain events, limiting disturbed soil areas, and/or constructing diversion ditches or berms. The cost of said protection will be incidental to the contract cost of subgrade preparation or embankments constructed under this project. Soils excavated due to percolation of ground water shall be dried and reused in the embankment or stockpiled on airport property, as directed by the Program Manager.

Unsuitable materials shall be transported to a waste area identified within McKeller Park or as directed by the Program Manager. Materials designated by the Program Manager as petroleum impacted soils or hazardous waste shall be handled under the direction of the MSCAA Environmental Department and when released by the Program Manager, disposed of off airport property at the Contractor's expense. The cost of disposal is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard for Unsuitable Material Excavation and Disposal. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Program Manager. All over-break shall be graded or removed by the Contractor and disposed of as directed by the Program Manager. The Program Manager shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the Program Manager determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the Program Manager. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas within the airport property are not indicated on the plans. Borrow material shall be obtained from areas designated by the Program Manager within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed by the Program Manager. All unsuitable material shall be disposed of by the Contractor as shown on the plans. All borrow pits shall be opened to expose the

various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas on airport property or as directed by the Program Manager. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted. There shall be no separate measurement or payment for drainage excavation which shall be considered incidental to the drainage items requiring its use.

152-2.5 Petroleum impacted soil excavation. Prior to any excavation activity, the Program Manager shall engage and pay for an Environmental Consultant who will implement the Environmental Work Plan, and observe, monitor, delineate, and document the excavated soils that are associated with the hydrant fuel system. In addition, the Contractor will ensure that an approved spill kit is staged near the construction area in the event of an emergency.

Demolition and excavation of the abandoned hydrant fuel lines and appurtenant structures will be executed in accordance with the following procedures and conditions. All efforts will be made to avoid stockpiling of soils; however, due to unforeseeable logistics, stockpiling soils within McKellar Park south of the airport may be necessary.

(a) **Field Procedures (Backfill Soil Excavation).** When demolition along the hydrant fuel pipelines and appurtenant structures begins, the contractor will excavate the backfill soil above the top of the piping at certain locations along the pipeline alignment. This soil will be sampled and screened with a photoionization detector (PID) furnished by the Environmental Consultant, at locations deemed by the Environmental Consultant, and profiled for reuse and/or disposal. A rush Turnaround-Time (TAT) will be requested from the laboratory for sample analysis. All of this material, whether below or above the listed TDEC DUST Commercial ISL, shall be hauled and stockpiled to a temporary staging site along Louis Carruthers to be specified by the Program Manager. However, if directed by the Program Manager, the sampling may be performed at the temporary staging facility location on Louis Carruthers in lieu of in situ. If the concentrations of the Chemicals of Concern (COCs) listed below are below the listed TDEC DUST Commercial ISLs, the material may be spread onsite at a location within McKellar Park deemed suitable by the Program Manager. If COC concentrations are above the Commercial ISLs listed below, the backfill soil will be transported to and disposed at the Waste Management Tunica County Landfill in Robinsonville, MS as non-hazardous special waste. After the hydrant fuel lines and appurtenant structures are removed, soil will be sampled, screened, and profiled for reuse and/or disposal in accordance with the procedures listed above.

(b) **Field Procedures (In-Place Soil Excavation).** After the hydrant fuel pipeline appurtenant structures have been removed, soil samples will be retrieved by the Environmental Consultant from 1-foot below the bottom of the removed pipeline/structure at various locations. The above-mentioned procedures for sampling/screening/profiling and for transport and disposal will be followed. If COC concentrations are below the Commercial ISLs listed below, the soils may remain in the excavation and backfill material may be placed, compacted, and tested in the trench under the direction of the Program Manager.

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If COC concentrations are above the listed Commercial ISLs, additional materials may be over-excavated under the direction of, and as determined by, the Environmental Consultant and Program Manager.

The table below indicates Initial Screening Levels for the COCs in soils. ISLs are as listed within the TDEC DUST 2006 Closure Assessment Guidelines (Appendix 5).

CHEMICALS OF CONCERN	INITIAL SCREENING LEVEL – SOIL (PPM)
Benzene	3.8
Toluene	62.2
Ethylbenzene	1310.0
Xylenes (Total)	88.0
Methyl-tert-butyl-ether	364.0
Naphthalene	403.0

- (c) **Field Procedures (Soil Removed with Logistical Delays).** At certain times, due to unforeseeable circumstances, the backfill and/or in-place soils excavated from the trench may not be approved for immediate re-use and/or disposal. These circumstances may not be attributed to the Contractor and will require the following actions.

These soils will be segregated by the Environmental Consultant, transported by the Contractor to a temporary staging site along Louis Carruthers, and placed on plastic sheeting. The stockpile area will be properly bermed, and covered/secured with plastic sheeting as well as the appropriate erosion control features during rain events or the end of daily work activities by the Contractor. Once the stockpiled soils have been sampled/verified by the Environmental Consultant, reuse and/or transport and disposal may begin. These procedures will adhere to the guidelines listed above for spreading non-regulated soil within the limits of a temporary staging site along Louis Carruthers, or transport and disposal at a permitted landfill.

- (d) **Hazardous Waste.** If petroleum contaminated soils which are designated as hazardous waste are encountered, efforts will be made to reduce the soil concentrations to a level consistent with non-hazardous special waste before offsite transport and disposal. This will be initially accomplished by transporting and stockpiling the soil at a temporary staging site along Louis Carruthers to be designated by the Program Manager in accordance with the guidelines detailed above. Soil aeration (COC off-gas and volatilization) will be allowed for a time period to be determined by the Program Manager and Environmental Consultant. If the soils are resampled and are still not below the limits for hazardous waste classification, then the material will be considered a hazardous waste and must be disposed of as such. The Program Manager will arrange for hazardous waste to be transported by a licensed hazardous waste transporter to a licensed hazardous waste disposal facility. All costs for hauling from the Louis Carruthers site and disposing of material classified as “Hazardous Waste” at a licensed hazardous waste disposal facility will be paid for by negotiated change order.

(e) **Documentation of Work.** The Environmental Consultant and/or Program Manager will maintain records of all screening, sampling, and determinations on all soils. **152-2.6 Preparation of cut areas or areas where existing pavement has been removed.** In those areas on which a subbase or base course is to be placed, the top **24 inches** of subgrade shall be compacted to not less than **95%** of maximum density for non-cohesive and **90%** of maximum density for cohesive soils as determined by **ASTM D1557**. The subgrade shall then be proof rolled in accordance with P 152-2.9. If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

152-2.7 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary quantity of excavation removed and quantity of subgrade preparation will be paid for under the respective items of work.

152-2.8 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the Program Manager, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The Program Manager must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the Program Manager. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the Program Manager.

152-2.9 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 8 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the Program Manager. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Existing soil cement base and subbase materials identified for demolition may be utilized in the formation of embankments provided that the material is broken into 4-inch (max) clods, meets requirements for the construction of subgrade and infield surfaces, and the Contractor has obtained approval from the Program Manager. If approval is not provided, the Contractor shall dispose of the soil cement materials off-site or stockpile the material on airport property as directed by the Program Manager.

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Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Program Manager will take samples of excavated materials which will be used in embankment for testing to obtain a Moisture-Density Relations of Soils Report (Proctor) in accordance with **ASTM D1557**. A new Proctor shall be obtained for each soil type based on visual classification.

Density tests will be taken for quality acceptance purposes for every **1,000** square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the Program Manager.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted. Under all areas to be paved, the embankments shall be compacted to a depth of **24 inches** and to a density of not less than **95** percent of the maximum dry density for non-cohesive soils and **90** percent of the maximum dry density for cohesive soils as determined by **ASTM D1557**. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the Program Manager's presence and provide the test results upon completion to the Program Manager for acceptance. If the specified density is not attained, the area represented by the test or as designated by the Program Manager shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

Rock and existing pavement use within embankment shall be approved in advance by the Program Manager. When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the Program Manager and the finer material shall be used to fill the voids forming a dense, compact

mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the Program Manager.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation of 4 feet below the finished subgrade.

Backfill of utility structures and drainage and utility trenches, whether resulting from new construction or demolition of existing, under proposed pavements, shoulders, inside runway, or taxiway safety areas will be compacted to not less than **95%** of maximum density as determined by ASTM **D1557**, regardless of depth. The cost of compaction of trenches shall be incidental to the item for which it is constructed. At Contractor's option, CLSM (Item P-153) may be used to backfill trenches, but no measurement and payment will be made if P-153 is utilized.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.10 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and after compaction is completed, the subgrade area shall be proof rolled with a 20 ton Proof Roller Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 100 psi in the presence of the Program Manager. Apply a minimum of 1 coverage, or as specified by the Program Manager, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Under Program Manager direction, removal and replacement of soft areas up to a maximum depth of 2 feet shall be measured and paid for as subgrade preparation.

152-2.11 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of **24 inches** and to a density of not less than **95** percent of the maximum dry density for non-cohesive soils and **90** percent of the maximum dry density for cohesive soils as determined by ASTM **D1557**. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of **12 inches** and to a density of not less than **90** percent of the maximum density as determined by ASTM **D1557**.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the $\frac{3}{4}$ inch (19.0 mm) sieve, follow the methods in ASTM D1557. Tests for moisture content and compaction will be taken at a minimum of **1 test per 1,000** square yards of subgrade per each lift. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the Program Manager, and density test results shall be furnished upon completion to the Program Manager for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Density tests will be taken for quality acceptance purposes for every **1,000** square yards of completed subgrade which shall be paid for under Subgrade Preparation. If a nuclear gage is used for density determination, two random readings shall be made for each **1,000** square yards.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

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If the specified density is not attained, the entire lot shall be re-worked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the Program Manager and the finished subgrade shall be maintained.

152-2.12 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to Subgrade Preparation. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the Program Manager.

152-2.13 Haul. All hauling within the work area or to/from the identified staging and storage areas will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work within the project limits or to/from the identified staging and storage areas. The Contractor will be paid for the hauling off-site of "Unclassified Excavation – Excess".

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.14 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the Program Manager. The Contractor shall perform all final smoothness and grade checks in the presence of the Program Manager. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

- a. **Smoothness.** The finished surface shall not vary more than $\pm 1/2$ inch when tested with a Contractor supplied 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.
- b. **Grade.** The grade and crown shall be measured on a 25-foot grid and shall be within ± 0.05 feet of the specified grade.

152-2.15 Topsoil. Not used.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by the comparison of digital terrain model (DTM) surfaces for computation of neat line quantities. The end area is that bound by

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the original ground line established by field cross-sections and the final theoretical pay line established by contours shown on the plans, subject to verification by the Program Manager. After completion of all earthwork operations, the final grade shall be verified by the Program Manager by means of field elevations.

152-3.2 Unclassified Excavation. The quantity of unclassified excavation placed as embankment within the project area shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.3 Undercut Excavation. The quantity of undercut excavation shall be the number of cubic yards measured for the undercut areas as designated by the Program Manager in its original position.

152-3.4 Unsuitable Material Excavation and Disposal. Unsuitable material, as defined in Section 152-1.2(c), will be paid on the basis of the number of cubic yards measured in its original position, excavated. Unsuitable material shall be transported to a waste area identified within McKeller Park or as directed by the Program Manager. Materials designated by the Program Manager as petroleum impacted soils or hazardous waste shall be handled under the direction of the MSCAA Environmental Department and when released by the Program Manager, disposed of off airport property at the Contractor's expense. Petroleum impacted soils or hazardous waste generated by the Contractor, whether intentionally, accidentally or by vandalism, will not be measured for payment and the material shall be handled in the same manner as above.

152-3.5 Borrow Excavation. The quantity of borrow excavation placed as embankment within the project area shall be the number of cubic yards measured in its original position.

152-3.6 Petroleum Impacted Soil Excavation (Non-Regulated). For the purpose of this document, non-regulated soil is defined as soil below the TDEC DUST Commercial ISLs previously listed in Section 152-2.5. The quantity of non-regulated soil excavated shall be measured by the cubic yard as measured in dump and/or haul trucks. Excavated soils will be handled in accordance with this specification and the Environmental Work Plan.

152-3.7 Petroleum Impacted Soil Excavation (Non-Hazardous Special Waste). The quantity of petroleum impacted soil excavated and classified as non-hazardous special waste shall be measured by the cubic yard as measured in dump and/or haul trucks. Truck log data shall be used to verify the volume of soil disposed at a permitted landfill. No payment will be made for this item without prior approval of the Program Manager. Excavated soils will be classified and handled in accordance with this specification and the Environmental Work Plan. The quantity of petroleum impacted soil classified as non-hazardous special waste that is transported and disposed at a permitted landfill will be verified by the Environmental Consultant.

152-3.8 Petroleum Impacted Soil Excavation (Hazardous Waste). Excavated Soils classified as "Hazardous Waste" will be transported offsite and disposed of by a licensed hazardous waste contractor under the direction of the Program Manager and in accordance with the Environmental Work Plan. All costs associated with hauling from the Louis Carruthers stockpile site, transport, and disposal of the soils or materials classified as hazardous waste will be by negotiated change order.

152-3.9 Subgrade Preparation. The quantity for subgrade preparation shall be the number of square yards in "plan view" of exposed subgrade in embankment areas and the constructed subgrade in excavation areas underneath full-strength airfield pavements and shoulders that is scarified, manipulated, compacted and proofrolled in accordance with Section 152-2.9 and 152-2.10. No separate measurement will be made for subsequent subgrade preparation work in embankments constructed under this contract in the same "plan view" area if the initial effort at a higher elevation does not produce a stable subgrade. Each "plan view"

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area shall be measured once. (For example: If after proofrolling, unstable material must be removed to a lower elevation, the Contractor will provide subgrade preparation at this lower elevation at no additional expense to the Owner.) Subgrade preparation includes the processing of the top 24 inches, per 152-2.10, including blading, shaping, aerating, and compacting. Yielding or unstable subgrade material shall be reprocessed to 24 inches maximum depth as directed by the Program Manager. Excavation as directed by the Program Manager in excess of 24 inch maximum will be paid for as undercut excavation.

152-3.10 Granular Backfill. The quantity of granular backfill shall be the neat theoretical number of cubic yards of granular material placed in the embankment. Measurement shall be made in its final position from field measurements taken prior to and immediately after placement of granular materials into the embankment. Only those areas authorized by the Program Manager for granular backfill will be considered for payment.

152-3.11 Lime. The quantity of lime shall be the actual tons placed in the embankment. Only those areas authorized by the Program Manager for lime treatment will be considered for payment. The quantity of lime indicated in the plans or proposal is an estimate only. Unused quantities of lime shall not be the basis of a claim or adjustment of unit costs under GP-50.

BASIS OF PAYMENT

152-4.1 “Unclassified excavation” payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 “Undercut Excavation” payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for all materials, equipment, labor, tools and incidentals necessary to complete the item regardless of the depth encountered. Only the undercut authorized by the Program Manager shall be paid for.

152-4.3 “Unsuitable Material Excavation and Disposal” payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to excavate, load, and transport to a waste area identified within McKeller Park or as directed by the Program Manager. Materials designated by the Program Manager as petroleum impacted soils or hazardous waste shall be handled under the direction of the MSCAA Environmental Department and when released by the Program Manager, disposed of off airport property at the Contractor’s expense, including any tipping or dump fees.

152-4.4 “Borrow excavation” payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.5 Petroleum Impacted Soil Excavation (Non-Regulated). For excavated soils classified as “Non-Regulated” payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to excavate, load, haul to the Louis Carruthers temporary staging facility, and subsequent temporary staging stockpile excavation and reuse in the project or hauled to the earth stockpile south of Shelby Drive.

Sampling, classification, removal, re-use of these soils shall be performed in accordance with this specification and the Environmental Work Plan.

152-4.6 Petroleum Impacted Soil Excavation (Non-Hazardous Special Waste). For excavated soils classified as “Non-hazardous Special Waste” payment shall be made at the contract unit price per cubic

yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to excavate, load, haul to the Louis Carruthers temporary staging facility, and subsequent temporary staging stockpile excavation and hauling to and disposal at the Waste Management Tunica County Landfill in Robinsonville, MS, including any tipping or dump fees. Only the soil excavation authorized by the Program Manager and verified by truck logs and the Environmental Consultant shall be paid for.

Sampling, classification, removal, handling, transport and disposal of these soils shall be performed in accordance with this specification and the Environmental Work Plan.

152-4.7 Petroleum Impacted Soil Excavation (Hazardous Waste). Not Used.

152-4.8 “Subgrade Preparation” payment shall be made at the contract unit price per square yard. This price shall be full compensation for furnishing all materials, labor, surveying, equipment, tools and incidentals necessary to complete the item. This price includes the scarifying, moisture adjustment, proof rolling and compaction in accordance with the plans and specifications. For embankments constructed under this project, no payment shall be made for subsequent subgrade preparation work in the same "plan view" area if the initial effort at a higher elevation does not produce a stable subgrade. Each "plan view" area shall be measured once.

152-4.9 “Granular Backfill” payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, placement of the materials into the embankment as specified, and furnishing all equipment, labor, surveying, tools, filter fabric, and incidentals necessary to complete the item.

152-4.10 “Lime” payment shall be made at the contract unit price per ton. This price shall be full compensation for furnishing all materials, placement of the material into the embankment and furnishing all equipment, labor and incidentals necessary to complete the item as described under this specification.

Payment will be made under:

Item P-152-4.1	Unclassified Excavation – per cubic yard
Item P-152-4.2	Undercut Excavation – per cubic yard
Item P-152-4.3	Unsuitable Material Excavation and Disposal – per cubic yard
Item P-152-4.4	Borrow Excavation – per cubic yard
Item P-152-4.5	Petroleum Impacted Soil Excavation (Non-regulated) – per cubic yard
Item P-152-4.6	Petroleum Impacted Soil Excavation and Disposal (Non-Hazardous Special Waste) – per cubic yard
Item P-152-4.7	Not used
Item P-152-4.8	Subgrade Preparation – per square yard
Item P-152-4.9	Granular Backfill – per cubic yard
Item P-152-4.10	Lime – per ton

ADDENDUM NO. 3

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180 Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN-m/m³))

ASTM D6938 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2 Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

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ADDENDUM NO. 3