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Memphis

INTERNATIONAL AIRPORT

Pre-Bid Conference

Obstruction Clearing – South of MEM Airfield–
Construction

MSCAA Project No. 19-1426-01

Friday, August 12, 2022

Meeting Agenda

- Welcome
- Introductions
- Proposal Package Submittal
- Sign-In Sheet
- Site Visit
- Q&A Process
- Anticipated Date Sequence
- Procedures, Protocol, and General Contract Requirements
- Project Scope, Phasing, and Technical Review
- Q&A Session

USING ZOOM



UNMUTE MIC ONLY
WHEN IT'S YOUR
TURN TO SPEAK

TURN
WEBCAM
ON/OFF

SEE
PARTICIPANTS
ON THE CALL

JOIN THE
CHAT
DISCUSSION

SHARE YOUR
SCREEN

RAISE YOUR
HAND IF ANY
QUESTIONS

Introductions, Responsibilities, and Lines of Communication

Project Team:

Owner:

Memphis-Shelby County Airport Authority (MSCAA)

- James Hay – Director of Development
- Brian Tenkhoff – Manager of Engineering and Construction
- Roger Folk – Project Manager
- Lori Morris – Manager of Environmental Services

Designer:

Ensafe Inc.

- Chris Triplett – Director of Design Engineering
- Doug Dietz – Designer

Program Manager:

Parsons



Proposal Package Submittals

Bid documents are available online at www.flymemphis.com/rfps-rfqs.

Please monitor www.flymemphis.com for updates, addendums, etc.

Bid / RFP / RFQ Name	Date Issued	Sealed Bids will be received by:
Obstruction Clearing – South of MEM Airfield – Construction Bid No. 19-1426-01	August 1, 2022	September 1, 2022 at 2pm Local Time

DOCUMENTS

- [Specifications](#)
- [Drawings](#)
- [Proposal Package](#)

PRE-BID MEETING

A virtual Pre-Bid Meeting will be held **Friday, August 12, 2022, at 10:30 AM** local time via phone/video conferencing (link: <https://us06web.zoom.us/j/86213557207?pwd=Z1dmbrhqbzdjRSUWbm5rbzdVekJwdz09> @; Phone: 1 (312) 626-6799/ Meeting ID: 862 1355 7207; Passcode: 565794.

Attendance at the Pre-Bid Meeting is strongly recommended. The project site will be available for inspection upon request.

LEGAL NOTICE

Please [click here](#) to download the Legal Notice.

[Return to main Bids/RFPs/RFQs page](#)

Proposal Package Submittals

Proposal Package **Required** Contents:

- Proposal Envelope
- Proposal (Specification 00405)
- Proposal Guarantee (Specification 00410)
- DBE Assurance Statement – one each per DBE Partner (Specification 00445)
- DBE Goals Accomplishment Statement (Specification 00445)
- Information on All Firms that Provide Bids or Quotes (Specification 00445)
which the scope of work and dollar value contained in your Assurance Statement is based with items included in the Proposal either circles and/or highlighted.
- Signed Addenda (if applicable)

Refer to Specification 00200 – Instructions to Bidders for full instructions

Proposal Package Submittals

Submit proposals to:

MSCAA-Procurement Department
4150 Louis Caruthers Drive
Memphis, TN 38116

Bids due:

Thursday, September 1, 2022
2:00 PM central time

Approx. 30 minutes after, bids will be opened and publicly read via phone/video conference at

<https://us06web.zoom.us/j/86284431340?pwd=M05KQW5TRWw2UzFQRHBuQVJmUIJJQT09>; Phone: (312)626- 6799; Meeting ID: 862 8443 1340;
Passcode: 691105)

Bids are good for seventy-five (75) days



PROPOSAL PACKAGE SUBMITTALS



Procurement Warehouse
4150 Louis Carruthers Drive

Louis Carruthers Drive

Shelby Drive



Sign-In Sheet

- Although this is NOT a mandatory pre-bid meeting, we do encourage all attendees to “sign-in”.
- To sign-in, please send an email to rfolk@flymemphis.com or via Zoom Chat stating your name, company name, whether you are a prime or sub contractor, email address, office and cell phone numbers;
- Attendee list (name/company name only) will be posted via project website after the pre-bid meeting. Attendee list w/ contact information is available upon email request.

Site Visit

- Site visit is scheduled for **Monday, August 15, 2022; at 9:00 a.m.**; *Additional slots will be added if needed.*
- Potential bidders will need to meet at the **Project Center**, located at **4225 Airways Boulevard, Memphis, TN 38116**. I ask that all potential bidders please park in the very north end of the rear parking area. From that point we will all drive over to the site, the main entrance is located off Airways Bld.



Project Center



Parking Lot Area

Q&A Process

- All questions **must** be submitted to: rfolk@flymemphis.com
- Question Deadline: **Friday, August 19, 2022** by 5:00 p.m. central time.
- Answers will be provided via addendum.
- **Questions not submitted in this manner will not be provided with a formal answer.**

Anticipated Date Sequence

- Questions due by 5:00 p.m. local time, **Friday, August 19, 2022.**
- Q&A w/ Final Addendum posted to the website not later than **Wednesday, August 24, 2022.**
- Bid Opening: **Thursday, September 1, 2022**, at 2:00 p.m. local time
Bid reading will be via phone conference at 2:30 p.m. local time
- Award/Contract – Precise timing to be determined. General sequence:
 - Identification of selected proposal – September 2022
 - Notice of Intent to Award – September 2022
 - Contract Review/Execution – September 2022
 - NTP – October 2022
 - Completion – October 2024

*Continue to monitor www.flymemphis.com website for addendums after 8/24/2022

Procedures, Protocol, and General Contract Requirements



General Contract Requirements

Federal Contract Requirements – Section 00500 Exhibit E

- Federally Funded Project
- Contract includes required federal contract provisions.

EXHIBIT E
TO
LUMP SUM CONSTRUCTION CONTRACT
FOR
OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD - 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.

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Contract: Contractor Name
Obstruction Clearing – South of MEM Airfield - Construction
MSCAA Project No. 19-1426-01

General Contract Requirements

Davis Bacon Wage Determination and Rate Requirements – Section 00661

08/02/2022

MSCAA 19-1426-01

DIVISION 0 – SECTION 00661

DAVIS-BACON WAGE DETERMINATION

GENERAL DECISION NUMBER: TN20220147 02/25/2022

Superseded General Decision Number: TN20210147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">Executive Order 14026 generally applies to the contract.The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">Executive Order 13658 generally applies to the contract.The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

ISSUED FOR BID

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General Contract Requirements

DBE Requirements – Section 00445

Joe Claiborne – Manager of Business
Diversity Development

Regina Armstrong –AC/DBE Program Admin.

DBE Goal:

10%

08/02/2022

DIVISION 0 – SECTION 00445

MSCAA 19-1426-01

**DISADVANTAGED BUSINESS ENTERPRISE
(DBE) REQUIREMENTS**

MSCAA operates a federal Disadvantaged Business Enterprise (DBE) Program and a non-federal Business Diversity Development Program (BDDP) to ensure full and fair opportunities in MScAA contracting for businesses owned by socially and economically disadvantaged individuals. Memphis-Shelby County Airport Authority (MSCAA) administers both programs according to the regulations that apply to the federal program, primarily 49 CFR Part 26. Because the BDDP program applies to contracts involving non-federal funds, not every aspect of 49 CFR Part 26 is relevant to the BDDP program. In most areas, 49 CFR Part 26 will guide our operation of the BDDP including, but not necessarily limited to, rules dealing with certification and counting participation. Only firms that are certified consistent with 49 CFR Part 26 and by the MScAA or Tennessee Department of Transportation Unified Certification Program (TN UCP), as identified below, will be considered to be certified as a Disadvantaged Business Enterprise.

This section, entitled "Disadvantaged Business Enterprise Requirements" is provided in an effort to assist Respondents. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. All Respondents are responsible for compliance with all applicable federal and MScAA rules and requirements.

It is a requirement that all Respondents providing services for the MScAA take all reasonable steps to ensure that DBE have a full and fair opportunity to compete for and perform contract work without discrimination on the basis of age, race, sex, color, national origin, creed, religion, sexual orientation or disability. In order to satisfy this requirement, Respondents will be expected to timely submit documentation as identified below and throughout the contract period if selected and cooperate with MScAA. Failure to timely submit requested documentation, cooperate with MScAA or answer inquiries truthfully will be considered a material contract breach and may result in termination.

The following documents must be submitted with your response to this solicitation:

DBE Assurance Statement/Letter of Intent. The Respondent must submit an Assurance Statement for each DBE whose participation the Respondent is counting toward the goal. This may include first, second, third and so on tier subcontractors and the Respondent and all subcontractors between the Respondent and the DBE should sign the Assurance Statement. The Respondent must submit this Assurance Statement on Company Letterhead.

For each Assurance Statement, the Respondent must also provide the written quote or proposal from the DBE or other communication from the DBE upon which the scope of work and dollar value contained in your Assurance Statement is based ("quote/proposal").

For all RFQs using federal monies, the Assurance Statement(s) must still be submitted and list the DBE's to be used and their scope of work, but no dollar amount(s) is entered. Dollar amounts(s) will be submitted by the prevailing Respondent upon completion of the selection process.

All portions of the Assurance Statement must be completed (including the description of work, the estimated contract amount, and the estimated dollar value of DBE participation for counting and goal purposes) before the Assurance Statement is signed by either the DBE or the Respondent. If the DBE's, and if applicable the 2nd/3rd Tier Subcontractor's, signature(s) can be obtained on the completed Assurance Statement before the bid

ISSUED FOR BID

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General Contract Requirements

DBE Requirements

08/02/2022 Project No. _____ MSCAA 19-1426-01

DBE ASSURANCE STATEMENT/LETTER OF INTENT

RESPONDENT:

Name of Firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____

DBE:

Name of Firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____

Description of work to be performed by DBE:

The Respondent is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ _____, which is _____% the total base bid proposal.

AFFIRMATION

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

By: _____
Signature of DBE and Title Date Name

By: _____
Signature of 2nd/3rd Tier Subcontractor and Title Date Name

If the Respondent does not receive award of the prime contract, any and all representations in this letter of Intent and Affirmation shall be null and void.

By: _____
Signature of Respondent and Title Date Name

(SUBMIT ON RESPONDENT'S LETTERHEAD FOR EACH DBE SUBCONTRACTOR.)

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General Contract Requirements

DBE Requirements

08/02/2022 MSCAA 19-1426-01

Project No. _____

RESPONDENT DBE GOALS ACCOMPLISHMENT STATEMENT

The undersigned Respondent has satisfied the requirements of the bid/proposal specification in the following manner (please complete the appropriate spaces):

_____ The Respondent is committed to a minimum of 10 % DBE utilization on this contract.

_____ The Respondent is unable to meet the DBE goal of 10 % but is committed to a minimum of _____ % DBE utilization on this contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. **The Respondent should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made. This narrative must be written on company letterhead and signed.**

Please provide an explanation for the percentage quoted above:
Provide an explanation of the dollar value of DBE's participation and compensation and how this has been determined to meet the specific goal requirements of this solicitation in whole or part.

If DBE and company will enter into a Joint Venture, please describe the terms of the relationship and attach a copy of the contract between the parties.

It is the present intent of the Respondent to utilize the specific DBE firms identified in this proposal in the execution of this contract. If for any reason, one or more of the DBE identified here are unable or unwilling to participate, the Respondent will make good faith efforts to replace the DBE with a similar DBE. The Authority DBE Good Faith Procedures are provided in this package and apply to this proposal.

Respondent's Name: _____

State Registration No.: _____

Federal Tax ID No.: _____

By: _____
Signature and Title Date

(SUBMIT THIS PAGE ON RESPONDENT'S LETTERHEAD)

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General Contract Requirements

DBE Requirements

08/02/2022 MSCAA 19-1426-01

Project No. _____

VOLUNTARY DISCLOSURE OF RESPONDENT DATA

For Title VI Compliance, we ask for voluntary disclosure of the following information:

Gender: Male
 Female

Race: Caucasian
 Black American
 Hispanic American
 Native American
 ~~Subcont.~~ Asian American
 Asian-Pacific American
 Other (please specify) _____

(DO NOT SUBMIT THIS PAGE ON LETTERHEAD)

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ISSUED FOR BID

DBE Requirements

MSCAA 19-1426-01

This requirement applies to all firms, regardless of whether they are subs or primes, regardless of the gender or race of their owners, and regardless of whether they are ultimately chosen to participate in the contract. Please list below the name, address, phone number and contact person for every firm that provided you a bid or a quote on this project – even if you ultimately decided not to use the firm in preparing your final bid. The first line should be used for the **prime contractor** on this project. All sections must be completed to the best of your ability.

[illegible]

AGRR = Annual Gross Revenue Ranges:

ISSUED FOR BID

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General Contract Requirements

Owner-Controlled Insurance Program (OCIP) – Section 00500 Exhibit C

John Shorten

Willis Towers Watson

EXHIBIT C
TO
LUMP SUM CONSTRUCTION CONTRACT
FOR
TERMINAL C & A RETAIL DEMO – CONSTRUCTION

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

General Contract Requirements

Owner-Controlled Insurance Program (OCIP)

Insurance Provided by MSCAA

- Owner will provide
 - Workers' Compensation
 - Commercial General Liability
 - Umbrella and Excess Liability
 - Builder's Risk

- Applicable only to enrolled Contractors and Subcontractors of every tier
- Certain contractors may not be eligible for enrollment – see manual for additional details

- **Contractor Insurance Cost Identification**
 - Contractor and eligible Subcontractors will exclude their cost for all insurance coverages to be provided by the Owner
 - Contractor will warrant that is true

Note:

- Prime may not place any larger deductible on sub-contractor than those specified in the contract

General Contract Requirements

Owner-Controlled Insurance Program (OCIP)

Insurance Provided by MSCAA

Workers' Compensation

- Insurer: Zurich American Insurance Company
- Limits
 - Part 1: Workers' Compensation: TN State Limits
 - Part 2: Employer's 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
 - Deductible n/a

Commercial General Liability

- Insurer: Zurich American Insurance Company
- Limits
 - 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
 - Deductible at MSCAA discretion but not to exceed \$10,000

General Contract Requirements

Owner-Controlled Insurance Program (OCIP)

Insurance Provided by MSCAA

Umbrella and Excess Liability

- Insurers: Various
- Limits: \$100,000,000 and in the aggregate

Builder's Risk

- Insurer: Factory Mutual
- Limits: Various
- Contractor Deductible: \$25,000

NOTE:

Prime may not place any larger deductible on sub-contractor than those specified in the contract

General Contract Requirements

Owner-Controlled Insurance Program (OCIP)

Insurance Provided by contractor of every tier – check with your agent!

- Insurers must be licensed to do business in TN
- Must meet minimum security requirements

Commercial Automobile Liability

- Limit: \$1,000,000 combined single limit
- Required Coverages
 - Additional Insured for Owner
 - Hired, owned and non-owned
 - Waiver of subrogation for Owner, Design Professionals, Program Manager
 - Hazardous materials transport requires MCS-90 endorsement

Workers' Compensation and Employers Liability

- Limit:
 - Workers' Compensation: TN state of hire
 - Employer's Liability: \$1,000,000 employee/ \$1,000,000 disease/ \$1,000,000 aggregate
- Required Coverages
 - Waiver of subrogation for Owner, Design Professionals, Program Manager
 - Away from Designated Project Site or after OCIP termination

General Contract Requirements

Owner-Controlled Insurance Program (OCIP)

Insurance Provided by contractor of every tier – check with your agent!

- Insurers must be licensed to do business in TN
- Must meet minimum security requirements

Commercial General Liability

- Limits required
 - \$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.
- Required Coverages
 - CG 2010 (1001) and CG2037 (1001) basis of coverage
 - Primary and non-contributory to any coverages provided by owner
 - Completed ops coverage for 6 years or applicable statute of limitations
 - Additional Insured for Owner, Design Professionals, Program Manager

General Contract Requirements

Owner-Controlled Insurance Program (OCIP)

Insurance Provided by contractor of every tier – check with your agent!

- Insurers must be licensed to do business in TN
- Must meet minimum security requirements

Excess or Umbrella Liability (under review)

- Minimum limit required of prime
 - \$5,000,000 each occurrence and annual aggregate
- Minimum limit required of subcontractors
 - \$1,000,000 each occurrence and annual aggregate
- Coverages
 - Excess of Commercial Automobile, Employer's and Commercial General Liability policies
 - Follow form
 - Drop down

Professional Liability

- Not Applicable

General Contract Requirements

Owner-Controlled Insurance Program (OCIP)

Insurance Provided by contractor of every tier – check with your agent!

- Insurers must be licensed to do business in TN
- Must meet minimum security requirements

Contractor's Pollution Liability (*under review*)

- Minimum limit required of prime
 - \$1,000,000 each occurrence and annual aggregate
- Minimum limit required of subcontractors
 - \$1,000,000 each occurrence and annual aggregate
- Coverages
 - Include on-site and off-site transportation
 - Waiver of subrogation or Owner, Design Professional, Program Manager
 - Additional Insured for Owner

Contractor's Equipment Insurance

- Evidence of coverage required
- Coverages
 - Waiver of subrogation or Owner, Design Professional, Program Manager
 - If uninsured, hold harmless Owner, Design Professional, Program Manager



General Contract Requirements

Airport Construction Safety Requirements – Section 00801 and 00500-Exhibit D

Wes Shelby
Willis Towers Watson

Aaron Hascher, CM & ACE
MSCAA - Safety Program Manager

08/02/2022	MSCAA 19-1426-01
DIVISION 0 – SECTION 00801	
AIRPORT CONSTRUCTION SAFETY REQUIREMENTS	
PART 1	GENERAL
1.01	SUMMARY
A.	This section contains the minimum level of safety requirements for construction projects at Memphis International Airport, General DeWitt Spain Airport, and/or Charles W. Baker Airport.
B.	Related work:
1.	Other contract documents affecting construction safety include, but are not limited to, the DIVISION 0 AND DIVISION 1 specifications.
PART 2	PRODUCTS
	Not used.
PART 3	EXECUTION
3.01	CONTRACTOR PERSONNEL SAFETY ORIENTATION
A.	The Contractor shall be responsible for briefing all construction personnel on the requirements contained in this section prior to their working in the construction area and at periodic intervals throughout the course of the contract. These briefings will be documented in writing.
3.02	SCHEDULING WORK
A.	See Specification section 01100, SEQUENCE OF CONSTRUCTION & LIQUIDATED DAMAGES.
B.	See General Provision Section 80, Paragraph 80-04, Limitation of Operations.
3.03	CONSTRUCTION SECURITY
A.	See Specification section 00802, AIRPORT SECURITY REQUIREMENTS.
3.04	LIMITATION ON CONSTRUCTION
A.	The limits of construction, material storage areas, equipment parking and other areas defined as available for the contractor's exclusive use during construction shall be identified and defined by the contractor prior to starting work on the project. Temporary barricades, flagging and flashing caution lights may be required at access points, taxiway crossings and pavement tie-ins. The type markings, barricades and flashing caution lights are designated on the construction plans and must be inspected and approved by the Airport Authority.
B.	The Contractor shall store all materials and park construction equipment, when not in use only in the areas designated on the plans or during the pre-construction conference.
C.	Stockpiling of dirt and construction materials shall be constrained in a manner preventing movement resulting from jet blast or wind in excess of 10 knots.
D.	Construction debris, waste, wrappings or loose material capable of causing damage to aircraft engines, propellers, or landing gear shall not be allowed on active aircraft movement areas. Material meeting this criteria shall be contained and removed immediately from the AOA.
ISSUED FOR BID	
00801 Page 1	

EXHIBIT D									
TO									
LUMP SUM CONSTRUCTION CONTRACT									
FOR									
OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD - CONSTRUCTION									
BY AND BETWEEN									
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY									
AND									
(CONTRACTOR NAME)									
<u>CONSTRUCTION SAFETY AND HEALTH GUIDELINES</u>									
									
									
<table><tr><th>Revision</th><th>Date</th></tr><tr><td>1</td><td>11/30/2012</td></tr><tr><td>2</td><td>05/02/2016</td></tr><tr><td>3</td><td>02/06/2017</td></tr></table>		Revision	Date	1	11/30/2012	2	05/02/2016	3	02/06/2017
Revision	Date								
1	11/30/2012								
2	05/02/2016								
3	02/06/2017								
Contract: Contractor Name Obstruction Clearing – South of MEM Airfield - Construction MSCAA Project No. 19-1426-01									
Page 53									

General Contract Requirements

Safety

- Contractors shall develop their own written site-specific safety and health plans for the Memphis-Shelby County Airport Authority
- Your Safety and Health Plan shall, at a minimum, meet the requirements of 29CFR1926 – Federal OSHA Construction regulations
- 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
- Impact of claims will affect the contractor's own experience mod.
- Communications/ Memphis Airport Police are to be contacted in case of emergency: 901-922-8298

General Contract Requirements

Airport Security Requirements – Section 00802

- No Airport Badging Required.
- Identification badges will be required for all construction personnel. These identification badges shall be landscape oriented and must display the badge holder's name, picture, and employer. Cost for these badges will be borne by the contractor.
- Construction will be on the non-secure areas.
- Project Specific Security Requirements.

08/02/2022

MSCAA 19-1426-01

DIVISION 0 – SECTION 00802 AIRPORT SECURITY REQUIREMENTS

PART 1 GENERAL

1.01 CONTRACTORS SECURITY AND VEHICLE PROCEDURES OVERVIEW

- A. This overview outlines procedures concerning Airport security requirements, vehicle operation, and maintenance requirements for contractors at Memphis International Airport or any airport owned and operated by the Memphis-Shelby County Airport Authority. The sponsor Memphis-Shelby County Airport Authority (Airport Authority), airline, tenant, or concessionaire at the Airport who has hired the contractor is responsible for ensuring the contractor understands and complies with all the rules and regulations. This is a consolidated synopsis of the contractor requirements from the Airport Security Program and the Airport Rules and Regulations.

1.02 DEFINITIONS

- A. **Aircraft** - shall mean any contrivance known or hereinafter invented, used or designed for navigation of or flight in the air.
- B. **Air Operations Area (AOA)** - that part of the Airport used or intended to be used for landing, taking off, surface maneuvering, loading, unloading, or servicing the aircraft.
- C. **Airport** - shall mean the Memphis International Airport and/or the General DeWitt Spain Airport and/or the Charles W. Baker Airport – where applicable.
- D. **Airport Restricted Area** - area of Memphis International Airport that is not intended for public uses or access. These are areas designated by the Airport Authority as restricted areas and clearly identified with signs designating those areas as "**RESTRICTED AREA**." The restricted area also includes the AOA.
- E. **AOA Driver's Permit** - permit issued by the Airport Authority for operating unescorted motor vehicles on the AOA.
- F. **Construction Restricted Area** - any area, inside or outside of the Airport Restricted Area, which is fenced, or in some like manner defined by the Contractor. The Contractor is responsible for the security of the Construction Restricted Area.
- G. **Director** - shall mean the Director of Operations and Public Safety or his duly authorized representatives.
- H. **Job Site** - a predetermined geographic area with specific boundaries established by the Airport Authority.
- I. **Movement Area** - runways, taxiways, and other areas of the Airport used for taxiing, takeoff, and landing of aircraft, except loading ramps and parking areas.
- J. **Personal Escort** - remaining within sight of the individual under escort at all times while in the Airport restricted areas at a distance not to exceed 20 feet.
- K. **Public Area** - any area within Airport facilities open to the general public.
- L. **SIDA** - Security Identification Display Area.

ISSUED FOR BID

00802
Page 1

General Contract Requirements

Project Management and Coordination – Section 01310

- The Contractor will be required to utilize an integrated construction project management software platform for coordination, meeting organization, submittals, payment applications, project records, drawings, specifications, reports, punch-lists, and schedules throughout the duration of the project.
- Project Management software platform utilized for this project will be Procore.
- MSCAA will provide seats for the Contractor.

PROCORE

08/02/2022 MSCAA 19-1426-01

DIVISION 1- SECTION 01320

SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 SUMMARY

A. The work under this Contract shall be planned, scheduled and reported using computerized precedence diagram format of the Critical Path Method in calendar days, unless otherwise specifically provided in the Contract Documents. The Detailed Construction Schedule shall be developed by using the latest revision of Microsoft Project, or approved equal computer software.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, other Sections of these Specifications.
2. Other provisions concerning Schedules and Reports are stated to Specification Sections:
01100 – Summary of Work, Sequence of Construction & Liquidated Damages
General Provision Section 60 - Control of Materials
General Provision Section 90 - Measurement and Payment

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. The Detailed Construction Schedule shall be developed by using the latest revision of Microsoft Project, or approved equal computer software that is compatible with Owner's scheduling software.

B. The primary objectives of the requirements of this section are:

1. to insure adequate planning and execution of the Work by Contractor;
2. to assist Owner and Engineer in evaluating the progress of the Work;
3. to provide a mechanism or tool for use by the Owner, Engineer and Contractor in determining and monitoring any actions of the Contractor which may be required in order to comply with the requirements of the Contract relating to the timely completion of the various portions of the Work

C. The Detailed Construction Schedule, defined in Paragraph 3.04, shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract. The Contractor will not:

1. Misrepresent to the Owner its planning, scheduling, and coordination of the work;
2. Utilize schedules different from those provided to the Owner and Engineer for the direction, execution and coordination of the work;
3. Utilize schedules which are not feasible or realistic; or

ISSUED FOR BID 01320
Page 1

General Contract Requirements

Contractor's Project Schedule – Section 01320

- The Contractor will be required to utilize an integrated construction project management software platform for coordination, meeting, organization, submittals, payment applications, project records, drawings specification reports, punch-list, and schedules throughout the duration of the project.
- Project Management software platform utilized for this project will be Procore.
- * MSCAA will provide seats for the Contractor.

DIVISION 1 – SECTION 01310	
PROJECT MANAGEMENT AND COORDINATION	
PART 1 PROJECT MANAGEMENT	
1.01	DESCRIPTION
A.	The Contractor will be required to utilize an integrated construction project management software platform for coordination, meeting organization, submittals, payment applications, project records, drawings, specifications, reports, punch-lists, and schedules throughout the duration of the project.
1.	Project Management software platform utilized for this project will be Procore.
B.	The project management software will be provided by the Owner. The Contractor will be allowed seat licenses with access to the project management software as needed for the duration of the project.
C.	Any training required in order for the Contractor to become proficient in the utilization of the construction project management software, shall be the responsibility of the Contractor at no additional cost to the Owner.
PART 2 PRECONSTRUCTION CONFERENCE	
2.01	SUMMARY
A.	To help clarify construction contract administration procedures, the Engineer or Owner will schedule a Preconstruction Conference prior to start of the Work, as described in this Section.
B.	Related Work:
1.	Documents affecting work of this Section include, but are not necessarily limited to, Division 0 and Division 1 Specification Sections.
2.02	AGENDA AND MEETING SUMMARIES
A.	To the maximum extent practicable, advise the Engineer or Owner at least 24 hours in advance of the Conference as to items to be added to the agenda.
B.	The Engineer or Owner will compile summaries of the Conference, and will furnish copies of the summaries to the Contractor. The Contractor may make and distribute such other copies as he wishes.
2.03	QUALITY ASSURANCE
A.	For those persons designated by the Contractor, his subcontractors, and suppliers to attend the Pre-Construction Conference, provide required authority to commit the entities they represent to schedules and solutions agreed upon in the Conference.
2.04	PRECONSTRUCTION CONFERENCE
A.	The Conference will be held at a time and date established by the Engineer or Owner. If requested by the Engineer or Owner, additional conferences will be held.
B.	Attendance:

General Contract Requirements

Environmental Considerations

Lori Morris, MSCAA – Manager of Environmental Services

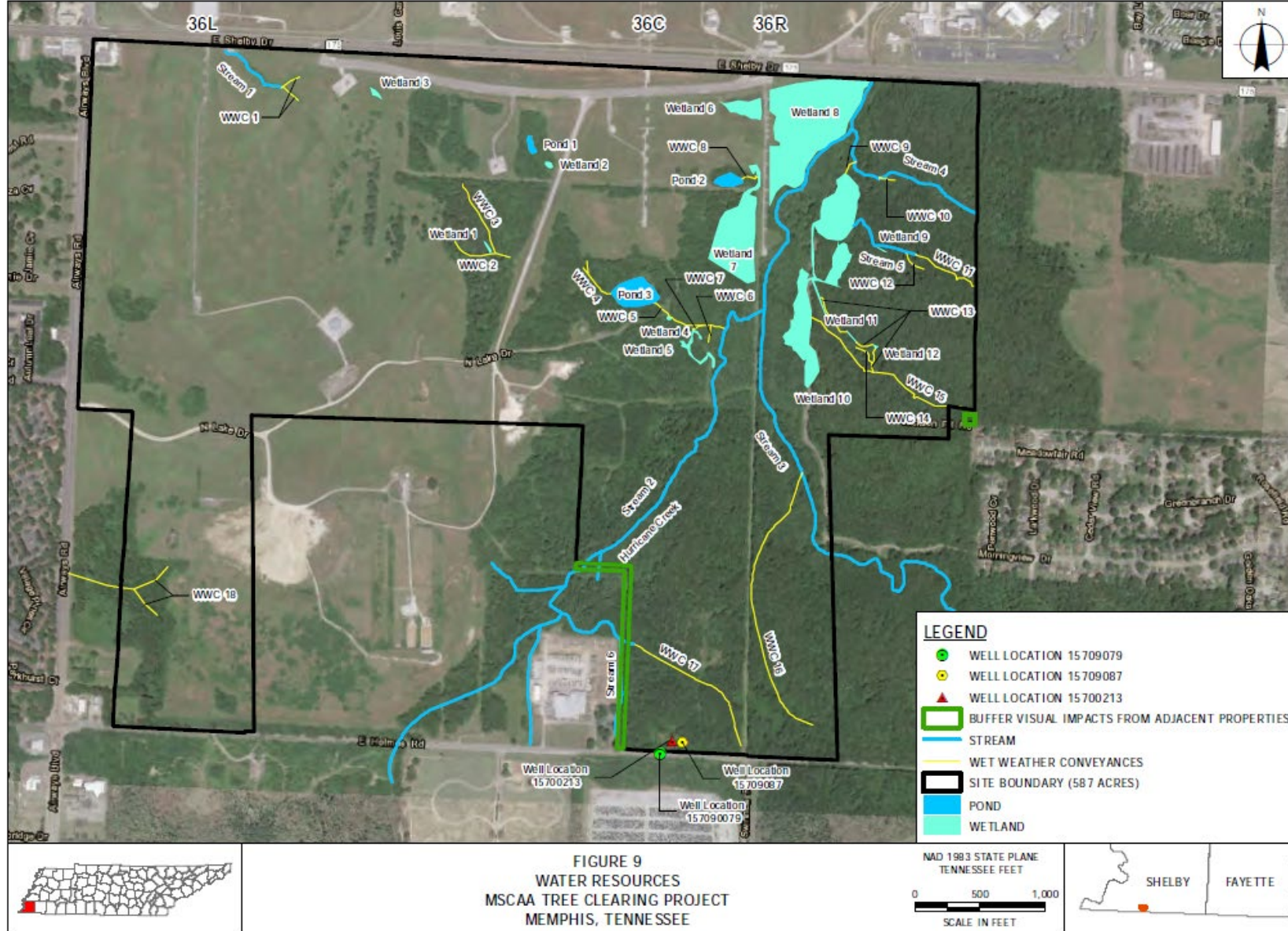
- Cleaning (Section 01741)
- Dust
- Debris

This Project includes:

- Significant water resources which MUST be protected (wetlands, streams, & wells)
- Construction Storm Water Permit (TNR15-00091)
 - EPSC must be installed before the first tree is cut
- Contractor must obtain burn permit(s) through Health Dept.
- Utility easement protection
- Neighbors and Wildlife

08/02/2022	MSCAA 19-1426-01
DIVISION 1 – SECTION 01741	
CLEANING	
PART 1 GENERAL	
1.01 SUMMARY	
A.	Throughout the construction period, maintain the site in a standard of cleanliness including mowing of grass as described in this Section. All demolition or construction debris (FOD) shall be contained within the work site at all times.
B.	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.	In addition to the standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.
3.	In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.
1.02 QUALITY ASSURANCE	
A.	Conduct a daily inspection, and more often if necessary, to verify that cleanliness requirements are being met.
B.	In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.
PART 2 PRODUCTS	
2.01 CLEANING MATERIALS AND EQUIPMENT	
A.	Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
B.	In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.
2.02 COMPATIBILITY	
A.	Use only cleaning materials and equipment compatible with the surface being cleaned and as recommended by the manufacturer of the material.
PART 3 EXECUTION	
3.01 PROGRESS CLEANING	
A.	General:
1.	Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
ISSUED FOR BID	
01741	
Page 1	

Quick Review of Water Resources



Source: Esri, HERE, Garmin, (c) OpenStreetMap contributors, Google Earth Pro Imagery - Dated 5/31/2020

NPDES Storm Water Construction Permit

- Sign the NOI – contractor
- Read the SWPPP – provided by Airport Authority
- 30-day Assessment – provided by Designer
- Bi-Weekly Inspections – contractor
 - Corrective action within 7 days or before next rain event

Burn Units



Air Curtain Destructor Technology

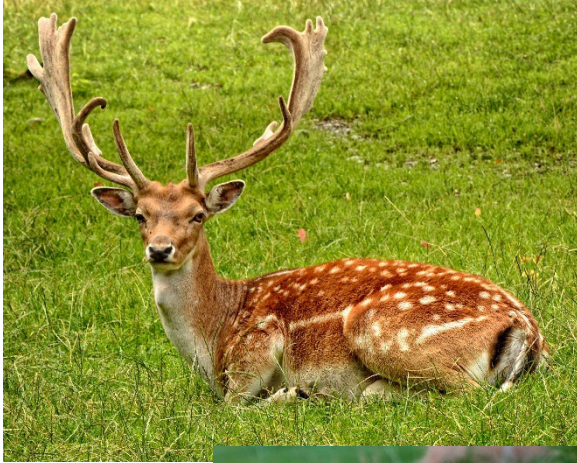


AirBurnerTM Technology

No smoke allowed

Every time it moves – new permit is required

Wildlife & Neighbors



We need to
minimize
neighborhood
visual& traffic



USDA will be involved

Project Scope, Phasing, and Technical Review



Project Scope of Work

Summary of the Work, Sequence of Construction & Liquidated Damages – Section 01100

Schedule:

Seven Hundred Thirty-Six (736) calendar days for substantial completion) + forty-five (45) days (closeout/final completion)

Liquidated Damages:

\$1,000 per day (substantial completion)

\$500 per day (closeout)

08/02/2022	MSCAA 19-1426-01
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 <u>Obstruction Clearing - South Of MEM Airfield, MSCAA Project 19-1426-01.</u>
B.	The "Work" of this Contract is defined in the Contract Documents to include, but not be limited to, site clearing and selective tree topping within 344 acre wooded upland and stream/wetland protected areas. General contracting services will consist of 2 Phases of this project. Phase I removal trees, stump & root removal within 289 acres. Harvested trees will be hauled offsite, as well as burned onsite using Air Curtain Destruction technology. Phase II will require contractor to follow TDEC Stormwater construction permit regulations. Phase II includes the falling and topping of trees with 55 acres of forested wetland and streams buffer areas. All work in Phase II must be completed by hand using chain saws, not site machinery will be allowed in these areas. Extensive erosion and sediment controls will be installed and maintained to ensure boundaries between both phases are clear throughout the project.
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.
E.	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.
F.	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
ISSUED FOR BID	
01100 Page 1	

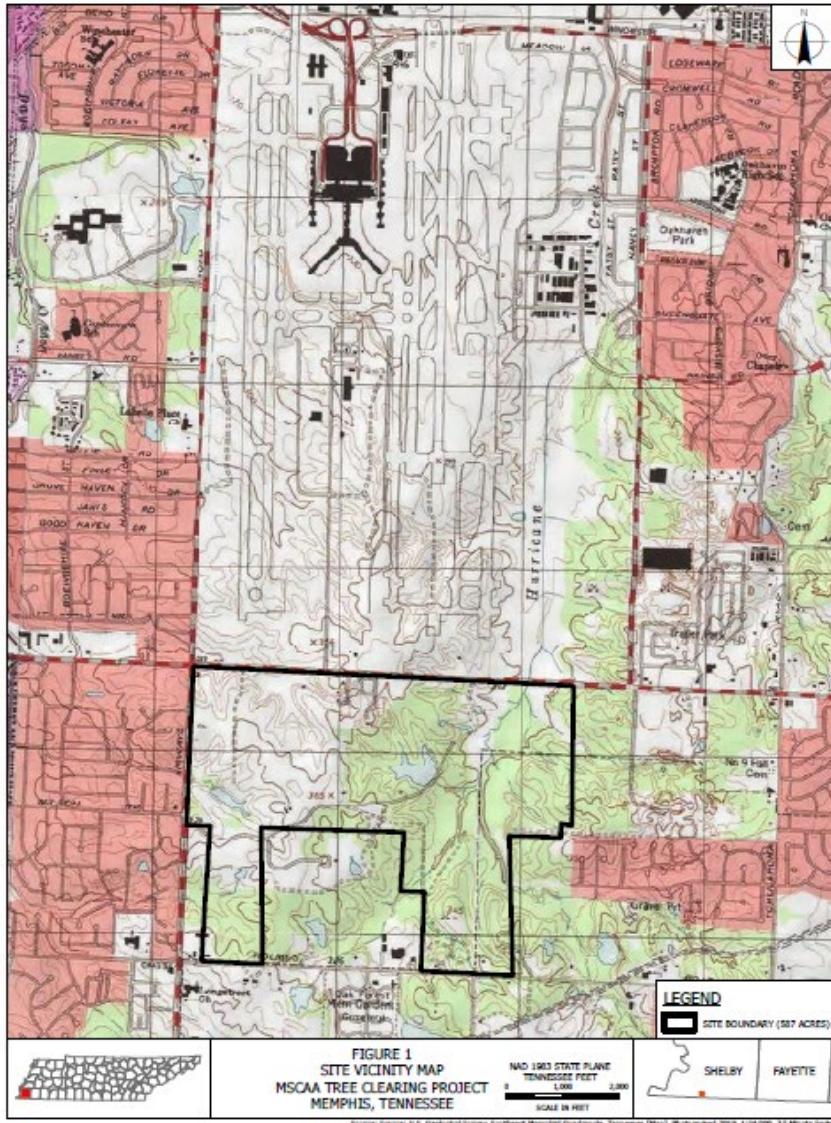
Scope Of Work:

- The scope of work consist of site clearing and selective tree topping with 344 acre wooded upland and stream/wetland protected areas. General contracting services will be used to coordinate the 2 phases of this project:

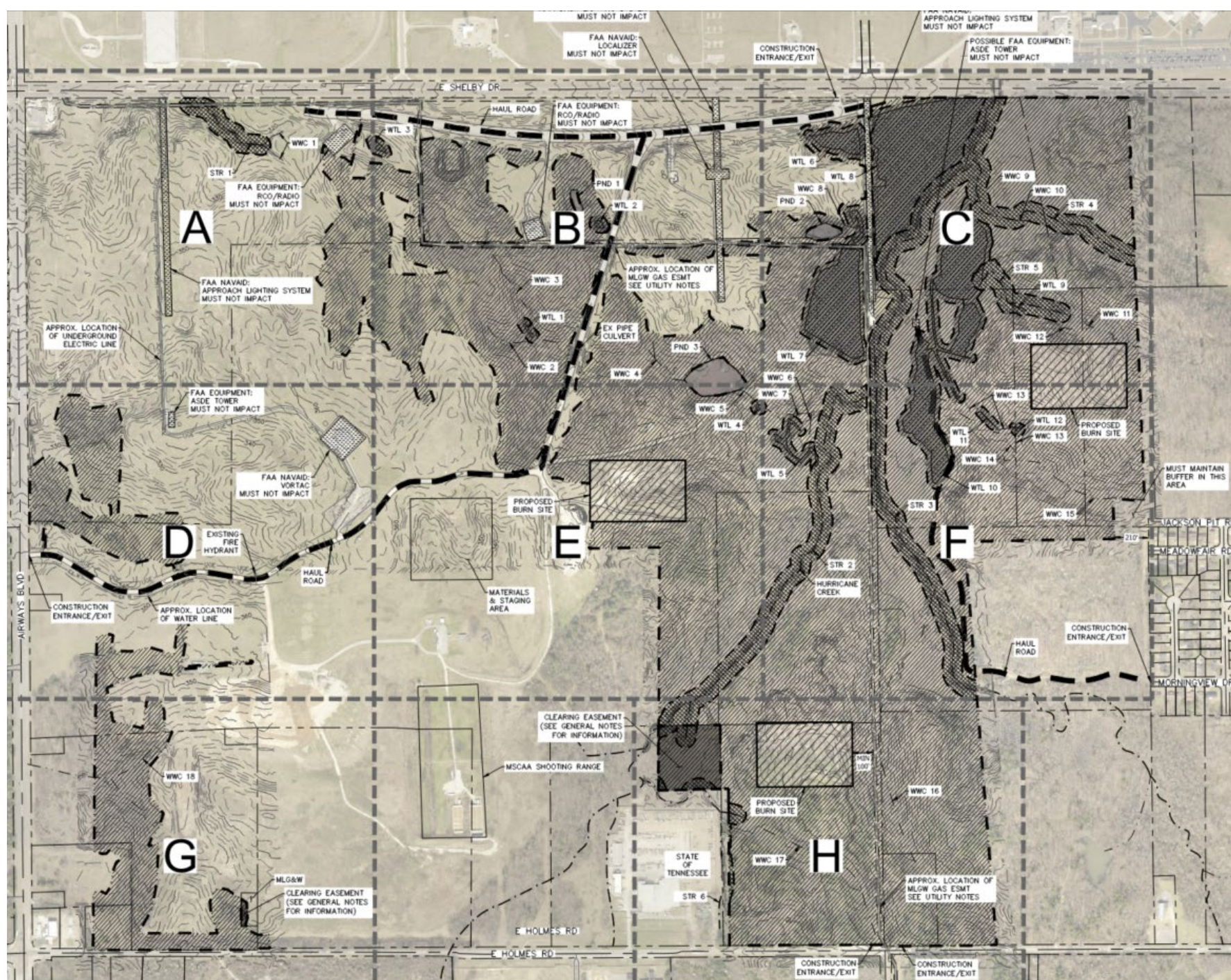
Phase I – includes the removal of trees, including stumps and roots, within the 289 acres of upland wooded area, as well as regrading and stabilization of ground surfaces. Harvested trees will be hauled offsite, as well as burned onsite using Air Curtain Destruction Technology. Phase I will require contractor to follow TDEC Stormwater construction permit regulations.

Phase II – Includes the falling and topping of trees within 55 acres of forested wetlands and streams buffer areas. All work in Phase II must be completed by hand using chain saws, no site machinery will be allowed in these areas. Extensive erosion and sediment control will be installed and maintained to ensure boundaries between both phases are clear throughout project.

Note: Contractor must have experience with Shelby County air burning permits and Air Curtail Destruction Technology. Contractor will need to demonstrate ability to conduct tree topping and feeling of trees by hand while maintaining positive stormwater drainage within the area.



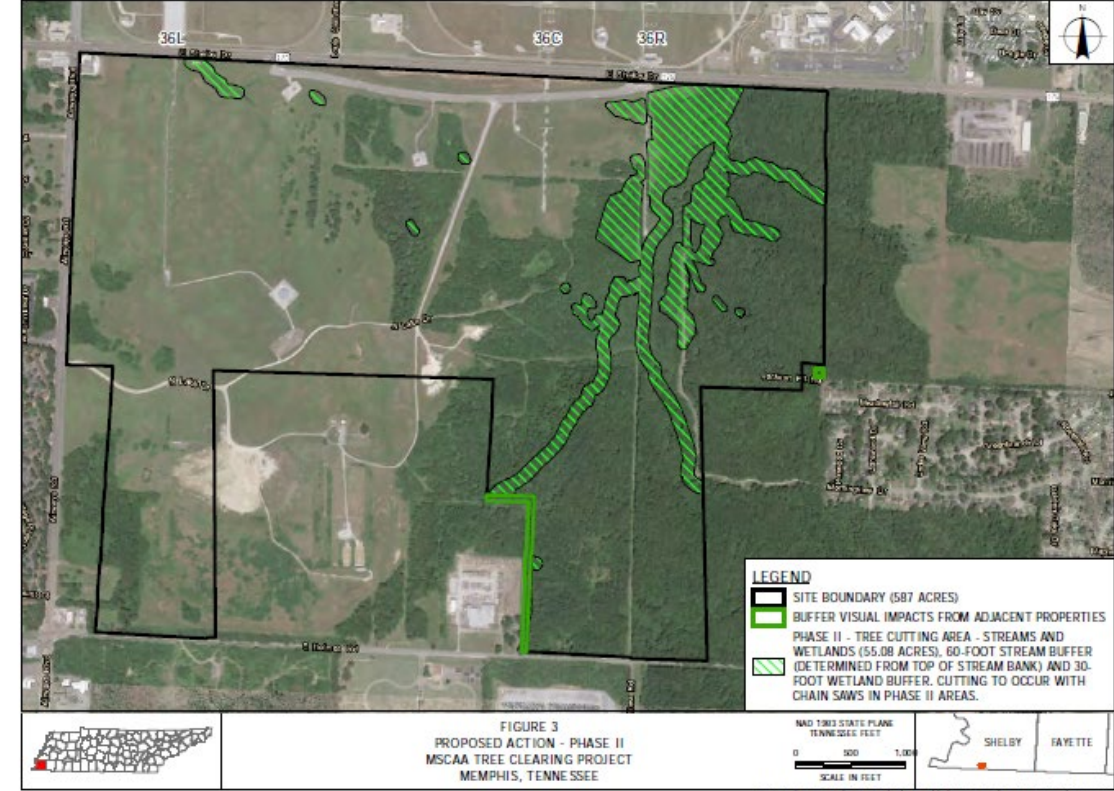
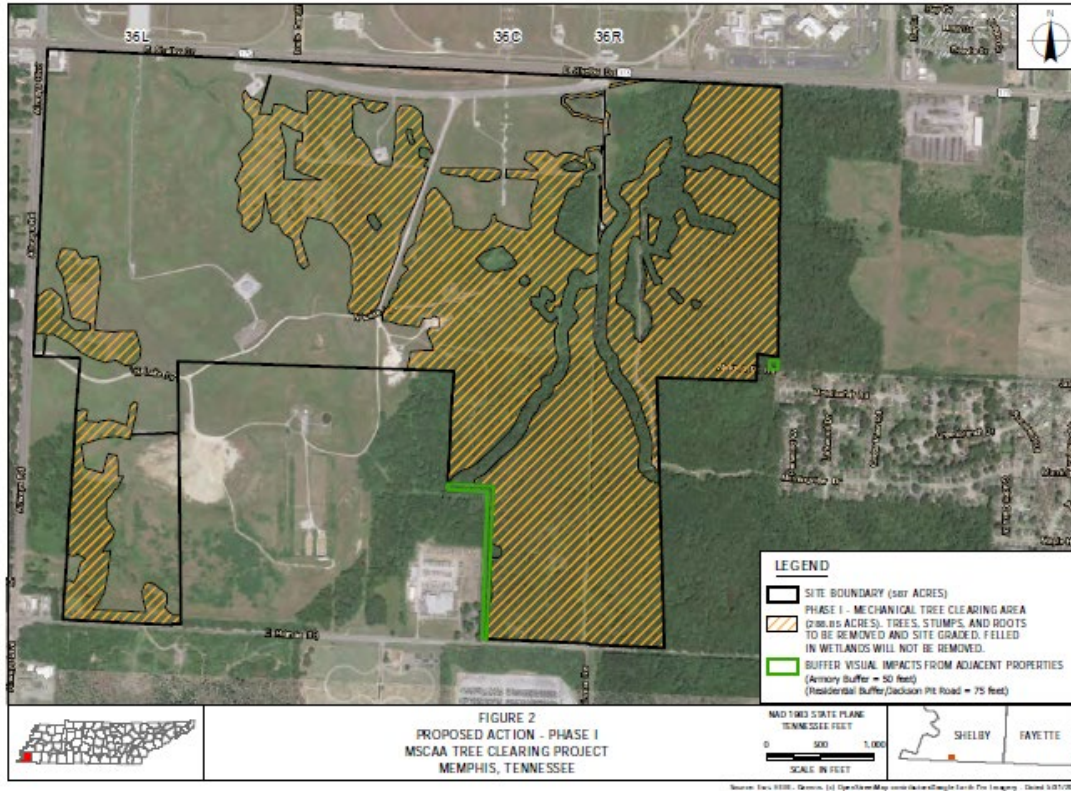
General Project Scope



LEGEND:

- 60 FOOT BUFFER AROUND STREAMS
- 30 FOOT BUFFER AROUND WETLANDS
- TREE CLEARING LIMITS
- MAJOR CONTOUR
- MINOR CONTOUR
- POND (PND)
- STREAM (STR)
- WET WEATHER CONVEYANCE (WWC)
- WETLANDS (WTL)
- PROPOSED BURN SITE
- PHASE 1 – GENERAL TREE & STUMP REMOVAL. CONTRACTOR SHALL ONLY CLEAR AND GRUB 30 ACRES AT A TIME. CONTRACTOR SHALL STABILIZE THE 30 ACRES BEFORE MOVING TO ANOTHER SITE. TOTAL AREA = 287 AC
- PHASE 2 – STREAM SELECT CUTTING. CONTRACTOR SHALL COORDINATE WITH TDEC AND MSCAA FOR THE MARKING OF TREES TO BE SELECT CUT AND TOPPED. TREES SHALL BE MARKED WHEN FOLIAGE IS PRESENT AND CUT WHEN NO FOLIAGE IS PRESENT OR DURING WINTER MONTHS.
- PHASE 2 – WETLAND HAND CUTTING. CONTRACTOR SHALL HAND CUT ALL THE TREES WITHIN THE WETLAND BOUNDARIES TO AS CLOSE TO THE GROUND AS POSSIBLE. THE FELLED TREES SHALL NOT IMPEDE THE FLOW OF WATER THROUGH THE WETLANDS. IF THE FELLED TREES DO IMPACT THE FLOW IN THE WETLANDS, THE CONTRACTOR SHALL CUT UP THE FELLED TREE BY HAND TO ALLOW FOR WATER TO FLOW THROUGH THE WETLANDS AS PER EXISTING CONDITIONS.
- FAA EQUIPMENT/NAVAID – MUST NOT IMPACT
- HAUL ROAD

Project Location



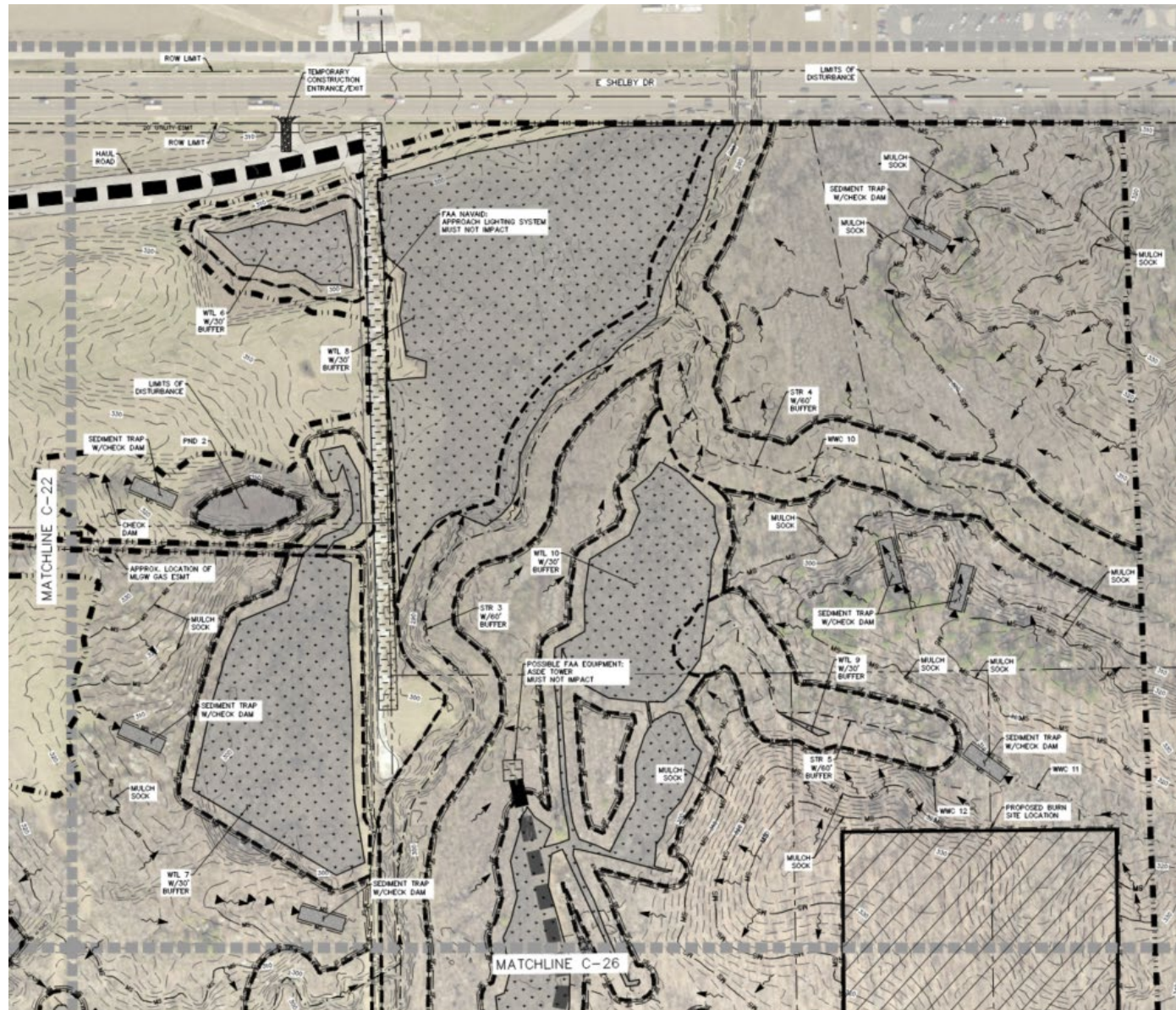
Phase I – upland
289 acres

Phase 2 – wetland/streams
55 acres

General Project Phasing

- Phase I Clearing & Grubbing Limited to 30 acres at a time.
- Phase II Cutting during winter months.
- Temporary and/or Permanent Stabilization Requirements.

Erosion Control Measures

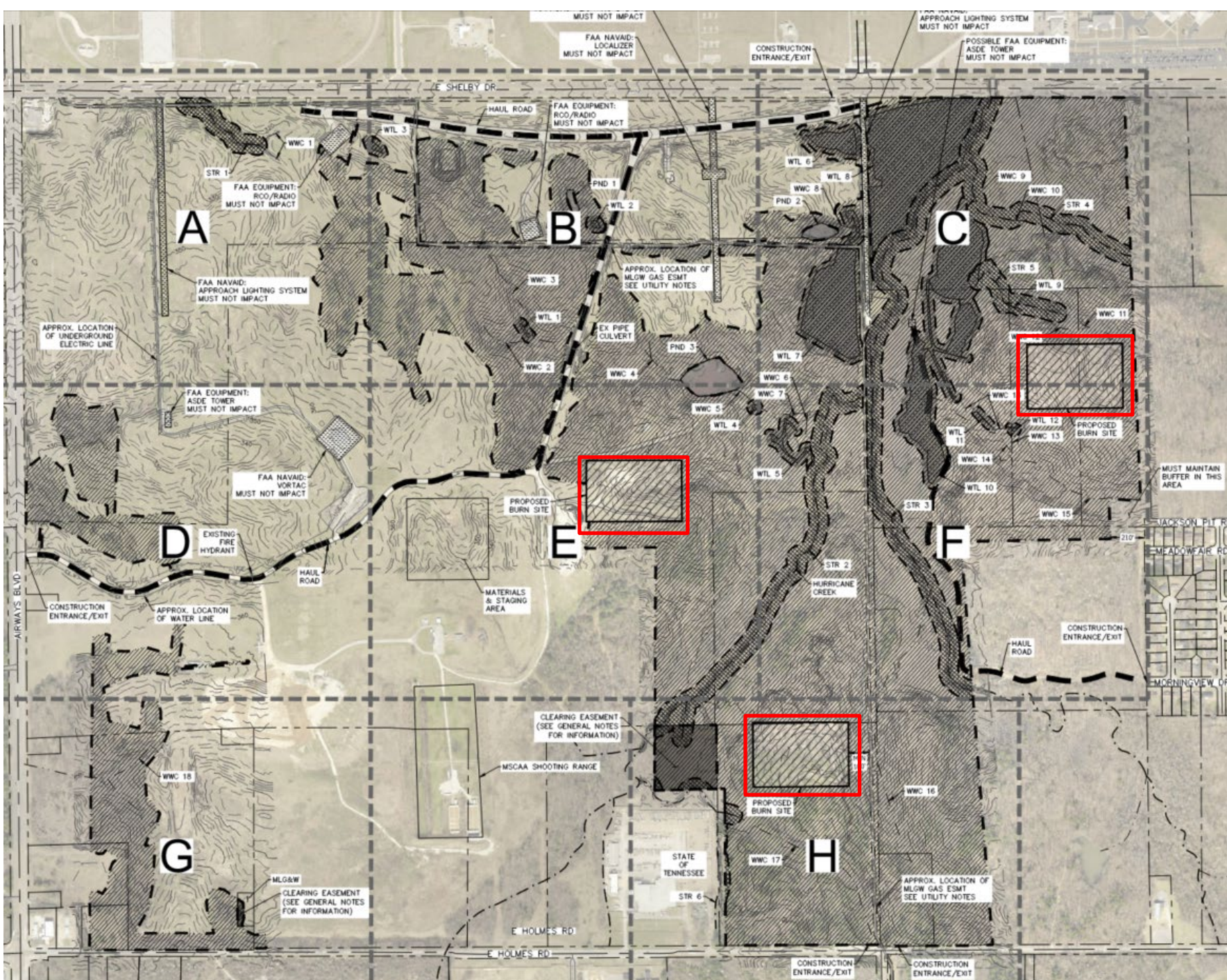


LEGEND

- 60 FOOT BUFFER AROUND STREAMS
- 30 FOOT BUFFER AROUND WETLANDS
- TREE CLEARING LIMITS
- 350- MAJOR CONTOUR
- MINOR CONTOUR
- POND (PND)
- STREAM (STR)
- WET WEATHER CONVEYANCE (WWC)
- WETLANDS (WTL)
- HIGH VISIBILITY FENCE
- SF SILT FENCE WITH BACKING
- MS MULCH SOCK
- CHECK DAM
- CONSTRUCTION EXIT
- SEDIMENT TRAP WITH CHECK DAM
- OUTFALL
- ENHANCED SILT FENCE CHECK (V-DITCH)
- CULVERT PROTECTION TYPE 1
- FLOW DIRECTION ARROW
- FAA EQUIPMENT/NAVAID - MUST NOT IMPACT
- HAUL ROAD

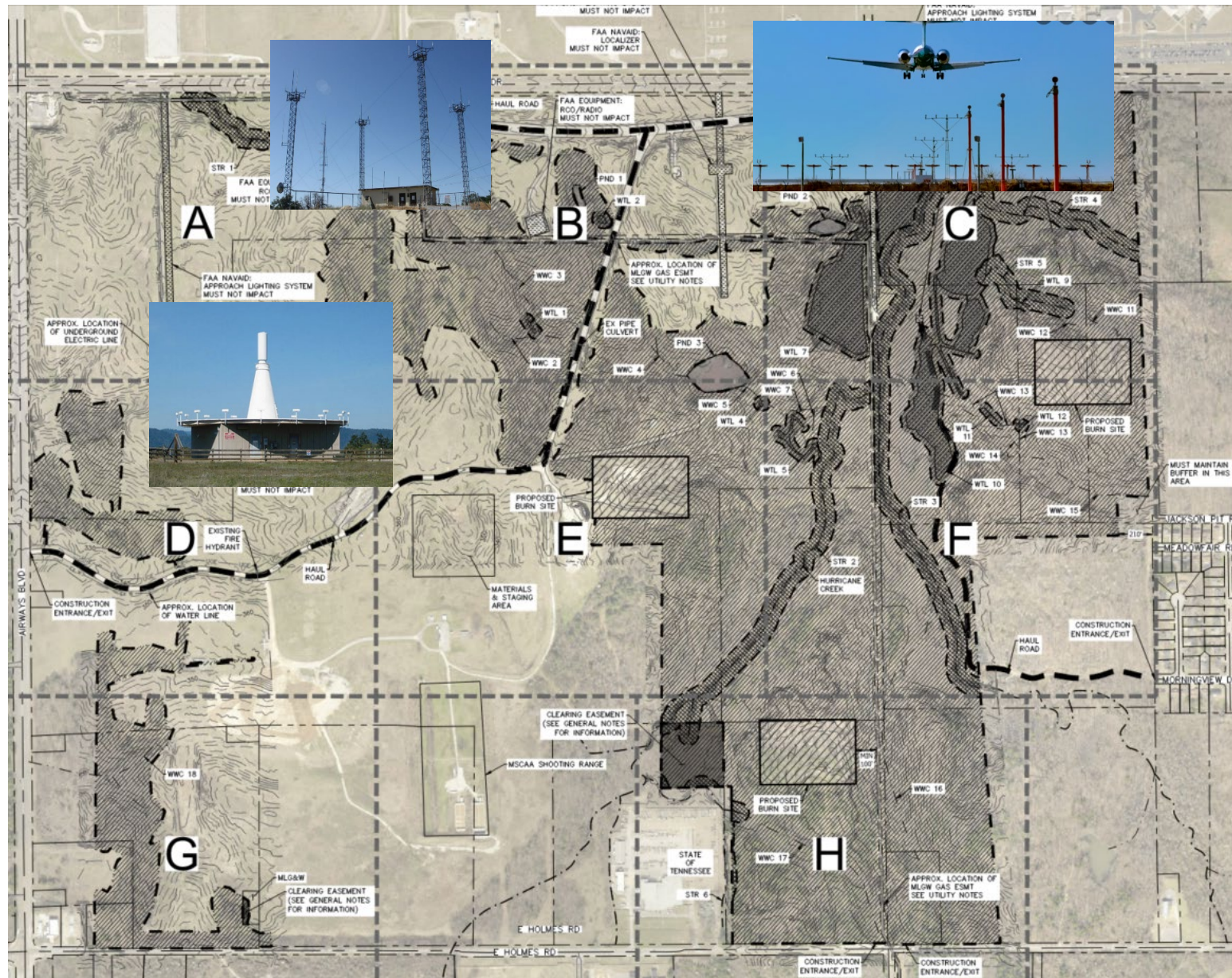
General Project Scope – Burn Sites

- No smoke allowed
- Every time it moves – new permit is required



FAA Equipment

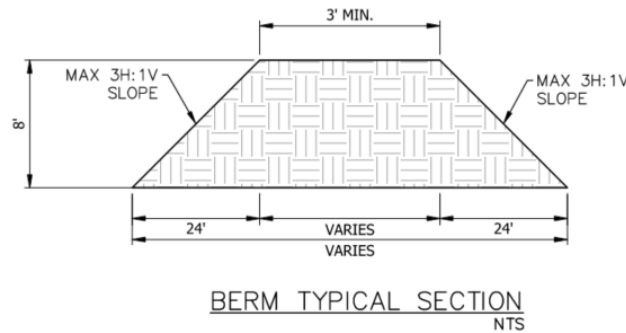
- Numerous FAA Navigational Aid Equipment on site.
- Must not be impacted.
- Coordination during pre-construction meeting



Project Alternates

- **Additive Alternate No. 1 – Berms**

- MSCAA reserves the right that during the course of the project to implement the construction of the berms shown on sheet C-12 within the design plan set. The berms shall be constructed using fill material and shall be compacted to 95% in 6 inch lifts. The berms shall be seeded and mulched with 14 days of the berm construction. If grass is not established within 14 days the berms shall be seeded and mulched again.



- **Deductive Alternate No 1 – Tree Clearing**

- Tree clearing in lieu of select cutting for the isolated wetland areas. During the course of the project, MSCAA will determine if the smallest wetlands will be mitigated and thus cleared of trees using the same methods as described in the design plans. The contractor shall coordinate with the MSCAA before approaching the smallest wetlands. The wetlands in consideration for this alternate are but not limited to Wtl-1,2,3,4,5,9,11,&12 as labeled within the design plans.

Q&A Session



Q&A Session

Remember to submit questions via e-mail to rfolk@flymemphis.com to receive a formal answer. MSCAA will not warranty any other kind of answer.

Question deadline: 5:00 p.m. central time, **Friday, August 19, 2022.**



TAKE OFF WITH US

