

**BID ENVELOPE**  
**MSCAA PROJECT NO. 19-1426-01**

**NAME OF PROJECT:** OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD

**BIDS DUE:** 9/1/2022 **TIME:** 2:00 PM Local Time

MEMPHIS SHELBY COUNTY AIRPORT AUTHORITY (MSCAA)  
 PROCUREMENT DEPARTMENT  
 MEMPHIS INTERNATIONAL AIRPORT  
 4150 Louis Carruthers Drive  
 Memphis, TN 38118 (901) 922-8000

**BIDDER IDENTIFICATION:**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

**TENNESSEE CONTRACTOR LICENSE INFORMATION:**

License Number \_\_\_\_\_

License Classification Applicable to Project \_\_\_\_\_

License Expiration Date \_\_\_\_\_

Dollar Limit \_\_\_\_\_

**SUBCONTRACTORS (OR PRIME CONTRACTORS) TO BE USED ON THIS PROJECT IN THE BELOW LISTED CAPACITIES:**

Note: Where applicable, one contractor/subcontractor performing electrical, plumbing, heating, ventilation, air conditioning, and masonry work must have its license number, applicable classification, expiration date and dollar limit on the BID ENVELOPE containing the BID PROPOSAL. **Prime contractors** who are to perform the electrical, plumbing, heating, ventilation, air conditioning or masonry work MUST list themselves as "Self-Perform" in the Sub-contractor list below.

	Sub-contractor List	License No.	Applicable Classification	Expiration Date	Dollar Limit
Electrical					
Plumbing					
Heating					
Ventilation					
Air Conditioning					
Masonry					

**BID ENVELOPE**

COMPLETE THIS FORM AND ATTACH IT TO THE OUTSIDE OF THE BID ENVELOPE. PLEASE REVIEW INSTRUCTIONS TO BIDDERS FOR BID PACKAGE DELIVERY AND FOR OTHER INFORMATION AND CONDITIONS. MSCAA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT AND DISQUALIFY YOUR BID IF YOU, YOUR PARENT, SUBSIDIARY, AFFILIATE, OR PREDECESSOR IN INTEREST OR ANY OF YOUR SUBCONTRACTORS, SUPPLIERS, AND/OR THEIR PARENTS, SUBSIDIARIES, AFFILIATES OR PREDECESSORS IN INTEREST HAVE PENDING LITIGATION OR CLAIMS WITH THE MSCAA.

**SPECIFICATIONS**  
**FOR**  
**OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD**

**MEMPHIS INTERNATIONAL AIRPORT**  
**MEMPHIS, TENNESSEE**



**MSCAA PROJECT NO. 19-1426-01**

**DATED: 08/02/2022**

**ISSUED FOR BID**

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DESIGN PLANS  
FOR  
OBSTRUCTION CLEARING – SOUTH OF MEM AIRFIELD

MEMPHIS INTERNATIONAL AIRPORT  
MEMPHIS, TENNESSEE

MSCAA NO. 19-1426-01

08/02/22

TECHNICAL DESIGN PLANS – ISSUED FOR BID/CONSTRUCTION

I hereby certify that the Design Plans were prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of Tennessee.

Douglas Dietz

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Date: 08/02/2022      Reg. No. 109028

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**TECHNICAL SPECIFICATIONS**

None

**Appendices**

None

**END OF SECTION 00010**

**DIVISION 0 – SECTION 00015****LIST OF DRAWINGS**

DRAWINGS, Entitled Obstruction Clearing – South of MEM Airfield – Construction, Issued for Bid, dated 08/02/22, with revisions, as noted on the drawing sheets:

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**END OF SECTION 00015**



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**LEGAL NOTICE**  
**Request for Bids**  
**MSCAA Project Number 19-1426-01**  
**Obstruction Clearing - South Of MEM Airfield**

Sealed bids for Obstruction Clearing - South Of MEM Airfield will be received by the Memphis-Shelby County Airport Authority (Authority), Procurement Department, 4150 Louis Carruthers Drive, Memphis, TN 38118, until **2:00 PM Local Time on 9/1/2022**. Bids will not be received at any other location. Within 30 minutes thereafter, the bids will be opened and publicly read via phone/video conference (Link:

<https://us06web.zoom.us/j/86284431340?pwd=M05KQW5TRWw2UzFQRHBuQVJmUIJQT09;>

Phone: 1 (312) 626-6799/ Meeting ID: 862 8443 1340; Passcode: 691105. The Bid Documents, including a description of the scope of work, the required response format, and additional instructions may be obtained on or after **August 2, 2022** online at [www.flymemphis.com](http://www.flymemphis.com).

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=Z1dmbnhqbzdjRStlWm5rbzdVekJwdz09;> 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 available for inspection upon request.

All Bidders are responsible for checking the Authority's website up to the submission deadline for any updates, addenda, or additional information. The successful Bidder must sign a contract with the Authority that includes Federal Aviation Administration provisions, if applicable, regarding the Buy American Preference, Foreign Trade Restriction, Davis-Bacon, Affirmative Action, Debarment and Suspension, and Drug-Free Workplace, all of which are incorporated herein by reference.

Each bid must be made by a contractor licensed in Tennessee and be accompanied by a 5% Bid Guarantee. The successful bidder must execute a Performance Bond and a Payment Bond in the amount of 100% each of the Contract Price and meet the Disadvantaged Business Enterprise (DBE) participation goal for this project, which is 10%.

The Authority reserves the right to reject any or all responses to this Request for Bids in whole or in part; to waive any informalities, technicalities, or omissions related to this Request for Bids; and to reject responses on any other basis authorized by the Authority's purchasing policies.

The Authority is an equal opportunity employer and prohibits discrimination based on the grounds of age, race, sex, color, national origin, disability, marital status, military service, or sexual orientation in its hiring and employment practices and in the admission to, access to, or operation of its programs, services, and activities.

By order of:  
Scott A. Brockman, A.A.E.  
President and CEO  
Memphis-Shelby County Airport Authority

**DIVISION 0 – SECTION 00200****INSTRUCTIONS TO BIDDERS / PROPOSERS**

Instruction for the preparation of proposals and the delivery thereof to the Memphis-Shelby County Airport Authority (MSCAA) are contained in General Provision Section 20 and additionally as follows. Prepare and submit proposals accordingly.

**1. RESERVATION OF RIGHTS:**

MSCAA reserves the right, in its sole discretion, to reject and disqualify the bid of any bidder that has pending litigation or claims with the MSCAA and to reject the bid when a parent, subsidiary, affiliate, or predecessor in interest of the Bidder has pending litigation or claims with the MSCAA.

MSCAA also reserves the right, in its sole discretion, to reject and disqualify the bid of any bidder if the bid includes any subcontractor(s) or supplier(s) of any tier that have pending litigation or claims with MSCAA, and to reject the bid when a parent, subsidiary, affiliate, or predecessor in interest of the subcontractor or supplier has pending litigation or claims with the MSCAA.

Bidders shall request from MSCAA a list of entities that have pending claims or litigation with MSCAA to avoid including such entities or their parents, subsidiaries, affiliates, or predecessors in interest in their proposal or bid. A list of affected entities may be obtained by a written or telephone request to Development Division at MSCAA, 2491 Winchester Road, Suite 113, Memphis, TN 38116-3856, telephone number (901) 922-8033.

**2. PRE-BID CONFERENCE:**

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=Z1dmbnhqbzdjRStlWm5rbzdVekJwdz09>; 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 available for inspection upon request.

**3. DRAWINGS AND SPECIFICATIONS FURNISHED TO CONTRACTOR:**

Electronic set of contract and proposal documents are available at <https://www.flymemphis.com/rfps-rfq> at no cost. Printed copies are not available.

**4. REFUSAL OF ISSUANCE OF PROPOSAL FORM TO BIDDERS IN DEFAULT AND DISQUALIFICATION OF BIDDERS:**

See General Provision Section 20 for disqualification of bidders and bidders in default.

**5. SUBMIT THE FOLLOWING WITH THE BID IN THE MANNER DESCRIBED BELOW:**

- A. (1) Proposal
- (2) Proposal Guarantee (Required Bid Security)
- (3) Buy America Certificate
- (4) DBE Assurance Statement/Letter of Intent on Bidder's / Proposer's Letterhead for each DBE subcontractor, subcontractors' signatures not required.
- (5) Written quote or proposal or other communication from each DBE upon which the scope of work and dollar value contained in your Assurance Statements is based with items included in the Proposal either circled and/or highlighted.
- (6) DBE Goals Accomplishment Statement
- (7) Information on All Firms that Provide Bids or Quotes

- B. The following must be submitted within 24 hours of the proposal submittal deadline:
- (1) DBE Assurance Statement/Letter of Intent on Bidder's / Proposer's Letterhead for each DBE subcontractor, subcontractors' signatures required.

See General Provision Section 20, PROPOSAL REQUIREMENTS AND CONDITIONS.

- C. By executing the proposal submittal, the Contractor is confirming that (1) neither the Contractor nor any of Contractor's potential subcontractors or suppliers have pending claims or litigation, arbitration, or other dispute resolution proceedings where the Owner and the Contractor or potential subcontractors or suppliers are parties; or (2) the Contractor has disclosed in writing any such pending claims or proceedings to Owner through its own writing and/or the writing of Contractor's potential subcontractors or suppliers and submitted same to Owner with the proposal submittal.
- D. Bids should be delivered to the following address:

Memphis-Shelby County Airport Authority  
Procurement Department  
Memphis International Airport  
4150 Louis Carruthers Drive  
Memphis, TN 38118  
Project No. 19-1426-01

The bid must be sealed and the project number must be included in the address.

Within 30 minutes thereafter, the bids will be opened and publicly read via phone/video conference at (Link: <http://us06web.zoom.us/j/86284431340?pwd=M05KQW5TRWw2UzFQRHBuQVJmUIJJOT09>; Phone: 1 (312) 626-6799 / Meeting ID: 862 8443 1340; Passcode: 691105). Please note that bids will not be accepted at the Project Center; they must be delivered prior to the deadline to the 4150 Louis Carruthers Drive address or they will be rejected.

## 6. **CONSIDERATION OF BID:**

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.

## 7. **NO FINANCIAL INTEREST:**

Respondent understands and agrees that no Airport Authority employee or member of the Board of Commissioners shall receive any financial benefit arising out of this proposal or its contract, if awarded, either directly or indirectly. Further, any fees paid to any person or entity by contractor for assistance in obtaining this contract, if awarded, with the Authority must be fully disclosed to the Authority.

## 8. **PROTEST:**

- A. Any protest must be filed in writing and received by the Authority within seven (7) calendar days of the date of the occurrence of the event that is the subject of the protest, e.g., the opening of responses, the award, or a determination that a respondent is not responsible or that a response is not responsive. Any protest must be actually delivered to the Authority during the business hours of 7:00 AM – 3:30 PM Local Time in order to be deemed to be received by the Authority as required under this Section. A protest must be submitted in hard copy and addressed as follows:

Memphis-Shelby County Airport Authority  
Attention: Director of Procurement  
4150 Louis Carruthers Drive  
Memphis, Tennessee 38118-6613

Any protest sent by telegraphic or facsimile transmission or by email or other electronic means will not meet the filing requirements set forth herein and will not be deemed to be received by the Authority.

No objections with regard to the application, meaning, or interpretation of the specifications contained herein will be considered after the opening of the subject bid.

**END OF SECTION 00200**

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**DIVISION 0 – SECTION 00405**

**PROPOSAL**

Project Identification: **Obstruction Clearing - South Of MEM Airfield**

Contract Number: MSCAA Project No. **19-1426-01**

**For Overnight Courier, U.S. Postal Service Mailing,  
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	1000-01	MOBILIZATION (FIXED AMOUNT)	LS	1	\$ <u>220,000.00</u>	\$ <u>220,000.00</u>
2	1000-03	PERMITS	LS	1	\$ _____	\$ _____
3	1000-04	BONDS	LS	1	\$ _____	\$ _____
4	1000-07	DEMobilIZATION (FIXED AMOUNT)	LS	1	\$ <u>132,00.00</u>	\$ <u>132,000.00</u>
5	2000-01	SILT FENCE	LF	38,584	\$ _____	\$ _____
6	2000-02	MULCH SOCKS (18")	LF	114,241	\$ _____	\$ _____
7	2000-03	HIGH VISIBILTY FENCE	LF	31,216	\$ _____	\$ _____
8	2000-04	CONSTRUCTION EXIT	EACH	3	\$ _____	\$ _____
9	2000-05	CULVERT INLET PROTECTION	EACH	3	\$ _____	\$ _____
10	2000-06	CHECK DAMS	EACH	146	\$ _____	\$ _____
11	2000-07	SEDIMENT TRAPS	EACH	53	\$ _____	\$ _____
12	2000-08	BLOWERS – FOR BURNING	EACH	2	\$ _____	\$ _____
13	2000-09	TREE CLEARING (PHASE 1)	AC	287	\$ _____	\$ _____
14	2000-10	SELECT CUTTING (PHASE 2)	AC	57	\$ _____	\$ _____
15	2000-11	POLYACRYLAMIDE POWDER	LB	1,000	\$ _____	\$ _____
16	2000-12	SEEDING WITH MULCH	AC	287	\$ _____	\$ _____
17	2000-13	GRADING-LEVELING	AC	287	\$ _____	\$ _____
18	2000-14	TREE REMOVAL FROM SITE	AC	287	\$ _____	\$ _____
19	2000-15	WATER	MG	2,500	\$ _____	\$ _____

<b>CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-19) \$ _____</b>
--

**CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-19):**

\_\_\_\_\_ (use words) \_\_\_\_\_

(\$ \_\_\_\_\_ )

**UNIT PRICE SCHEDULE – BERMS (ADDITIVE ALTERNATE NO. 1)**

TDOT SPECIFICATIONS						
ITEM NO.	PAY ITEM	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL EST. PRICE
1	2000-16	BERMS	CY	43,144	\$ _____	\$ _____
<p align="center"><b>TOTAL ADDITIVE ALTERNATE NO. 1 (TOTAL OF LINE ITEMS 1) \$ _____</b></p>						

**TOTAL ADDITIVE ALTERNATE NO. 1 (TOTAL OF LINE ITEM 1):**

\_\_\_\_\_

(use words)

\_\_\_\_\_

(\$ \_\_\_\_\_)

**UNIT PRICE SCHEDULE – Tree Clearing (DEDUCTIVE ALTERNATE NO. 1)**

TDOT SPECIFICATIONS						
ITEM NO.	PAY ITEM	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL EST. PRICE
1	2000-17	Tree clearing in lieu of Select Cutting for the Isolated Wetland Areas	AC	1	\$ _____	\$ _____
<p align="center"><b>TOTAL DEDUCTIVE ALTERNATE NO. 1 (TOTAL OF LINE ITEMS 1) \$ _____</b></p>						

**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**

**DIVISION 0 – SECTION 00410**

**PROPOSAL GUARANTEE**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety, are

hereby held and firmly bound unto Memphis-Shelby County Airport Authority as Owner, in the sum of \_\_\_\_\_ for the payment of which, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Whereas the Principal has submitted to Memphis-Shelby County Airport Authority a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the Obstruction Clearing - South Of MEM Airfield, MSCAA Project No. 19-1426-01.

NOW, THEREFORE, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in accordance with the terms of the Contract Documents and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers,

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

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

\_\_\_\_\_  
(Name and Title)

SURETY

SEAL

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

\_\_\_\_\_  
(Attorney-in-Fact)

**END OF SECTION 00410**

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**DIVISION 0 – SECTION 00440****BUY AMERICAN CERTIFICATION**

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 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

**END OF SECTION 00440**

**DIVISION 0 – SECTION 00445****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**

**submission deadline, the Respondent should submit the fully-completed and fully-signed Assurance Statement. If the Respondent submits an Assurance Statement that is completed except for the DBE's, and if applicable, the 2nd/3rd Tier Subcontractor's signature(s) and a quote/proposal from the DBE as described above, the Respondent will be given 24 hours from the bid submission deadline to submit the completed Assurance Statement signed by the DBE and if applicable the 2nd/3rd Tier Subcontractor. Each Assurance Statement submitted during this 24 hour window must conform to the previously submitted Assurance Statement except for DBE signature. These signed Assurance Statements must be submitted pursuant to the same location and time restrictions that applied to the solicitation response and late signed Assurance Statements will only be accepted for good cause as determined solely by MSCAA.**

**MSCAA reserves the right to ask questions of the Respondent, investigate and require additional information as it determines necessary in its sole discretion to ensure that the regulations and MSCAA's rules are followed as it relates to DBE participation.**

**Respondent DBE Goals Accomplishment Statement**

Submit on Company Letterhead

**Information on All Firms that Provide Bids or Quotes**

We ask, but do not require, that **the Respondent** submit the following information with the response to this solicitation:

**Voluntary Disclosure of Respondent Data**

**Definition of Socially and Economically Disadvantaged**

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed one million three hundred twenty thousand dollars (\$1,320,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - (i) “Black Americans” which includes persons having origins in any of the Black racial groups of Africa;
  - (ii) “Hispanic Americans” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii) “Native Americans” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

- (iv) “Asian-Pacific Americans” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) “Subcontinent Asian Americans” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

### **DBE Liaison Officer**

The DBE Liaison Officer is responsible for developing, implementing, and monitoring the DBE program on a day-to-day basis in coordination with other appropriate officials; carrying out technical assistance for a DBE ; and, disseminating information on available business opportunities so that a DBE is provided an equitable opportunity to bid on MSCAA contracts. The DBE Liaison Officer reports directly to the President of the MSCAA. For questions or information related to the DBE program, contact Joe Claiborne at (901) 922-2556.

### **DBE Certification**

MSCAA certifies all of its DBEs through internal processes. The MSCAA compiles a directory of firms who have met the selection criteria for eligibility as a DBE, including 49 CFR Part 26. You can review the searchable directory of certified firms for MSCAA at our website (<https://mscaa.mwdb.com/>). In the right hand column, you will find links to both the TN UCP Directory and the MSCAA DBE/ACDBE Directory. The TN UCP is a cooperative of entities which are recipients of federal funds that have developed a “one-stop shop” for certification throughout the State of Tennessee of which MSCAA is a certifying member. In order to be considered as meeting the DBE goal for a contract, each business wishing to participate as a DBE or a joint venture DBE, must either be:

- (1) **certified by the MSCAA or the TN UCP** in accordance with 49 CFR Part 26, or;
- (2) **receive affirmation from the MSCAA or the TN UCP** that their certification from another entity is consistent with and acceptable to the MSCAA or the TN UCP.

Persons or entities who consider themselves a DBE but who are not certified by MSCAA, the TN UCP as a DBE, have not received affirmation from the MSCAA or the TN UCP that their certification from another entity is consistent with and acceptable to the MSCAA or the TN UCP will not be considered. Unless a firm meets the criteria above by the time the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified at the time of bid opening and a current copy of the DBE’s certification must be attached to the Assurance Statement.

### **Identification of Contract Goal and Requirements**

As an example: “For this contract, the DBE goal is established as **10%**.” In order to be responsive, a Respondent must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a Respondent’s DBE Assurance Statement proposes a DBE percentage less than the established goal, the Respondent must, at the time of making the response, submit appropriate documentation justifying its submitted DBE percentage. MSCAA reserves the right to request additional documentation or information from Respondent regarding its DBE Assurance Statement and, if applicable, any good faith efforts documentation. If MSCAA enters into a contract based on the Respondent’s DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by MSCAA will become a contractual requirement. If the Respondent’s DBE Assurance Statement proposes to attain a DBE percentage higher than the established goal, the established goal will remain the contractual requirement.

Respondents shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Assurance Statement or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other Respondents. The DBE shall be free to provide their services to any number of Respondents. To ensure that all obligations under sub-contracts awarded to a DBE are met, the MSCAA will review the agreement between the Respondent and DBE, and Respondent’s DBE involvement efforts during the performance of the contract. The Respondent shall bring to the attention of the MSCAA any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the MSCAA, the Respondent has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

### **Good Faith Efforts Statement and Requirements**

In order to be responsive, Respondents must either meet the DBE goal or make good faith efforts to meet the goal. Respondents who do not meet the goal must establish adequate good faith efforts by submitting documentation along with the Respondent DBE Goals Accomplishment Statement. This statement should show that they took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Respondent’s DBE Goals Accomplishment Statement and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a Respondent’s efforts to obtain DBE participation and may be included in the Respondent DBE Goals Accomplishment Statement and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the contract. The Respondent must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.
- B. Selecting portions of the work to be performed by a DBE in order to increase the likelihood that the goals of the will be achieved.
- C. Providing any interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiating in good faith with any interested DBE. It is the Respondent’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those

portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

- E. Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- F. Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist any interested DBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of any DBE.
- I. Making efforts to identify and assist eligible firms, which are not yet certified by the MSCAA or the TN UCP as a DBE, to obtain certification. These types of efforts will have special weight where it appears that the relevant firms will be certified in time for the execution of the contract.

If a Respondent has not met the DBE goal and submits Respondent DBE Goals Accomplishment Statement and documentation, the Respondent should summarize in detail all good faith efforts taken by the Respondent, including, but not limited to, the activities listed above in A through I, and supporting documentation. While the Respondent should submit documentation to support its good faith efforts at the time of bid submission, MSCAA may ask questions of Respondent or request additional documentation after review of Respondent's DBE Goals Accomplishment Statement and any documentation. In submitting the information required under this section, Respondent understands and agrees that the determination of whether Respondent has met the DBE goal or established good faith efforts to meet the goal is a judgment call that MSCAA will make.

### **COUNTING THE DBE PARTICIPATION**

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, especially 26.55. When **the Respondent** completes an Assurance Statement, **the Respondent** must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted toward meeting the goal. For example, if a DBE is a regular dealer or supplier of pipe but does not install the pipe, then **the Respondent** can generally count the dollar value spent on the pipe at 60%. This would mean that if the DBE was supplying \$100,000 of pipe then the contract amount would be \$100,000 but the total amount of DBE participation would be \$60,000 for counting and meeting the goal purposes. If you have any questions about counting, we strongly urge you to consult 49 CFR Part 26. The following may be helpful to you in counting DBE participation and in determining which sections of Part 26.55 you need to review in more detail:

- (a) When a DBE participates in a contract or subcontract, the provider will count only the value of the work actually performed by the DBE toward the DBE goals. In a construction contract (and other similar contracts), this will include the work performed by the DBE's own forces and supplies purchased or equipment leased by the DBE as described below, especially (d) (but not supplies or equipment the DBE subcontractor purchases from the prime contractor or its affiliate.) The Respondent will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service toward goals provided that we determine the fees to

- be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.
- (b) When a DBE performs as a participant in a joint venture, the Respondent will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
  - (c) The Respondent will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract or subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Respondent will evaluate industry practices, the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. The Respondent will determine questions of commercially useful function with regard to trucking companies under 49 CFR Part 26.55 (d).
  - (d) The Respondent will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). Please review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable). It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.
  - (e) If a firm is not currently certified as a DBE, in accordance with the standards of subpart D of this part, at the time of the execution of the contract, the Respondent will not count the Firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).
  - (f) The Respondent will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward any goals except as provided in 49 CFR Part 26.87(j).
  - (g) The Respondent will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

### **SANCTIONS FOR NON-COMPLIANCE**

In case of the Respondent's non-compliance with DBE and/or BDDP requirements as applicable, including, but not limited to, documentation, cooperation, and truthfulness, MSCAA shall impose such contract sanctions as it may determine to be appropriate. This may include but is not limited to:

- a) Withholding of payments to the Respondent under the Contract until the Respondent complies; and/or

- b) Cancellation, termination, or suspension of the Contract, in whole or in part; and/or
- c) Payment by the Respondent to MSCAA of an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation or any lesser amount or penalty as deemed appropriate by MSCAA, which dollar value shall be considered liquidated damages for failure to perform the requirements of this Contract and for which Respondent and all of its subcontractors agree to be bound.

### **PROMPT PAYMENT/RETAINAGE**

The Respondent agrees to pay each subcontractor under this prime contract for invoices submitted or normal progress payments for work completed satisfactorily or supplies provided satisfactorily pursuant to its contract and no later than fifteen (15) days from the receipt of each payment it receives from the MSCAA.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing by Respondent (Contractor) and approved in writing by an MSCAA Vice-President or higher prior to the delay or withholding of any payments under this provision.

Respondent (Contractor) will include the following paragraphs in all contracts and/or agreements related to the work [under this Contract] with subcontractors or suppliers and will require all its subcontractors and suppliers to include this paragraph in any contracts and/or agreements related to the work [under this Contract] with any other third parties and any other lower tier subcontractors or suppliers:

“It is understood and agreed by all involved parties that payment for work completed satisfactorily or supplies provided satisfactorily will be made to the appropriate party no later than fifteen (15) days from receipt of payment for that work or those supplies.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing to MSCAA and approved in writing by an MSCAA Vice-President or higher prior to the delay or withholding of any payments under this provision.”

### **49 CFR Part 26**

The Respondent shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of MSCAA contracts. Respondent agrees to provide all its subcontractors and suppliers and to require all its subcontractors and suppliers on this project to provide a complete copy of the **Disadvantaged Business Enterprise (DBE) Requirements** of this contract to all those who provide supplies or work related to this contract and to require all those providing supplies or work to be bound by these requirements as it relates to their work related to this contract.





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 \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Respondent is unable to meet the DBE goal of \_\_\_\_\_% 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)**

**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)**

**Information on All Firms that Provided Bids or Quotes to:**

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.

MSCAA Proj./Bid No.: \_\_\_\_\_

Name of Firm	Selected? Y/N	Full Address of Firm	Point of Contact	Phone No.	DBE? Y/N	Firm Age	AGRR *
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	

\*Footnote: Please enter the letter for the category that best identifies your annual gross revenue.  
 AGRR =Annual Gross Revenue Ranges:  
**A** = Less than \$500,000    **B** = \$500,000 - \$1 Million    **C** = \$1 - \$2 Million    **D** = \$2 - \$5 Million    **E** = Over \$5 Million

**DIVISION 0 – SECTION 00490****ADDENDA AND MODIFICATIONS****1. INTERPRETATIONS - ADDENDA AND MODIFICATIONS**

- A. If, during the bidding period Bidder finds discrepancies, ambiguities, omissions, or is in doubt as to meaning or intent of Contract Documents, notify the Owner or Engineer not less than seven (7) days prior to Bid Date. All such necessary clarifications, information, interpretations or amendments shall be answered in the form of written addenda to Drawings and Specifications, and shall be issued simultaneously to all holders of complete sets of Documents.
- B. No Addenda will be issued less than two days prior to the Bid opening date. Neither the Owner nor Engineer shall be responsible for oral interpretations or instructions during the bidding period.
- C. All Addenda are incorporated by reference into the Contract. Failure of any Bidder or sub-bidder to receive any addenda shall not relieve the Bidder of any obligation with respect to the Bid.
- D. All Addenda and Modifications to the Contract Documents shall be inserted and indexed in this location behind this page.

**END OF SECTION 00490**

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**LUMP SUM CONSTRUCTION CONTRACT  
FOR  
OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD - CONSTRUCTION**

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

**MSCAA PROJECT NO. 19-1426-01**

**THIS LUMP SUM 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 Obstruction Clearing - South of MEM Airfield - Construction, MSCAA Project No. 19-1426-01 (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 Agreement and Completion.** The term of this Agreement 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 Agreement.

## 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 Specifications, from the Owner and shall achieve substantial



completion of the Work, as defined in Section 01100 of the 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 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, 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 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 and the Contractor will 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. Contractors also agrees that the Owner shall not be liable for any other monetary damages sustained by Contractor 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.** Per Section 01100 of the 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 within the specified duration.

## ARTICLE 4

### PAYMENT

**Section 4.01. Lump Sum Price.** The Owner and Contractor agree that the Contractor shall be paid the following price **Thousand and 00/100 Dollars (\$000.00)** ("Lump Sum Price") for all of the Work and other obligations to be performed by the Contractor in the base bids. The Lump Sum Price shall include all profit and overhead, including without limitation field overhead, general conditions and home office overhead of the Contractor. The Lump Sum Price also includes all allowances specified in the Contract Documents.

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

(a) By the 1<sup>st</sup> 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 Lump Sum 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 Specifications) shall be designated as "Mobilization." The Mobilization lump sum amount for this Contract shall be **Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00)**, 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 Specifications) shall be designated as "Demobilization." The Demobilization lump sum amount for this Agreement shall be **One Hundred Thirty-Two Thousand and 00/100 Dollars (\$132,000.00)**, 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 Lump Sum 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 Lump Sum 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 Lump Sum Price for that item of Work shall be executed by Owner and Contractor to reflect a reduction in the Lump Sum 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 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 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 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 Lump Sum 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, non-discrimination and prompt pay provision.

**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 in this area, state 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 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 Lump Sum 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 Lump Sum 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 Lump Sum 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 Lump Sum 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 Lump Sum 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 Lump Sum 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 Lump Sum 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 Lump Sum Price and the Substantial Completion Date shall be adjusted accordingly. In preparing Lump Sum quotes in response to an RFP, the Contractor shall prepare a cost breakdown 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 Lump Sum Price.** Any increase or decrease in the Lump Sum 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 Lump Sum 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 Lump Sum 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 Lump Sum Price or the Substantial Completion Date, or both. However, any equitable adjustment in the Lump Sum 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 either Party 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 carry out 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 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 Agreement, 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 Lump Sum 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 Agreement. 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 Lump Sum 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 **TEN PERCENT (10%)**. 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  
LUMP SUM CONSTRUCTION CONTRACT  
FOR  
OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD - CONSTRUCTION**

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

**SCOPE OF WORK**

The scope of work consists of professional site clearing and selective tree topping within 344 acre wooded upland and stream/wetland protected areas. General contracting services will be used to coordinate the 2 phases of this project: Phase 1 includes the removal of trees, including stumps and roots, within 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 much be completed by hand using chain saws, no 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. The scope of work is more specifically described in the Contract Documents, as defined in Article 2 of this Contract.

**Notes:**

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 felling of trees by hand while maintaining positive stormwater drainage within the area.

Additional comments on work/code items:

- **238910 – Site Preparation:** This work item requires contractor capable of general contracting, tree clearing, grading, erosion control, and burning.
- **561730 – Landscaping (tree select cutting/topping):** This work requires subcontractor capable of topping and select cutting trees by hand (i.e. no construction equipment only chainsaw).
- **561730 – Landscaping (hydroseeding/seeding):** This work requires subcontractor capable of hydroseeding or regular seeding over 280 acres of disturbed areas.
- **562119 – Other Waste Collection:** This work requires subcontractor capable of hauling off trees and brush not being burned or reused onsite.

**EXHIBIT B  
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)**

**CONTRACT DOCUMENTS**

**DIVISION 0**

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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

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C-105	Mobilization

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01100	Summary of Work, Sequence of Construction & Liquidated Damages
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
01500	Construction Facilities and Temporary Controls
01600	Product Requirements
01630	Product Substitution Procedures
01700	Field Engineering
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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

**LIST OF DRAWINGS**

DRAWINGS, Entitled Obstruction Clearing – South of MEM Airfield – Construction, Issued for Bid, dated 08/02/22, with revisions, as noted on the drawing sheets:

<b><u>SHEET NO.</u></b>	<b><u>INDEX OF SHEETS</u></b>
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C-25 / 26 OF 41	AREA E EPSC STAGE 2
C-26 / 27 OF 41	AREA F EPSC STAGE 2
C-27 / 28 OF 41	AREA G EPSC STAGE 2
C-28 / 29 OF 41	AREA H EPSC STAGE 2
C-29 / 30 OF 41	AREA A EPSC STAGE 3
C-30 / 31 OF 41	AREA B EPSC STAGE 3
C-31 / 32 OF 41	AREA C EPSC STAGE 3
C-32 / 33 OF 41	AREA D EPSC STAGE 3
C-33 / 34 OF 41	AREA E EPSC STAGE 3
C-34 / 35 OF 41	AREA F EPSC STAGE 3
C-35 / 36 OF 41	AREA G EPSC STAGE 3
C-36 / 37 OF 41	AREA H EPSC STAGE 3
C-37 / 38 OF 41	TREE HEIGHT PLAN
C-38 / 39 OF 41	DETAILS
C-39 / 40 OF 41	DETAILS
C-40 / 41 OF 41	DETAILS

**EXHIBIT C  
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)**

**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): NA  
 Per Claim and in the Aggregate:  
 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): NA

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 19-1426-01.

**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 19-1426-01.

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 19-1426-01.

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](mailto: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 Subcontractor'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](mailto: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](mailto:nancy.jarmon@willistowerswatson.com)

#### OCIP Administration

Willis Towers Watson

Sharyn Malachi

Five Concourse Parkway 18<sup>th</sup> Floor  
Atlanta, GA 30328

Phone: (770) 548-3702

E-Mail: [Sharyn.malachi@willistowerswatson.com](mailto: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](mailto: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	<a href="mailto:tammy.fike@zurichna.com">tammy.fike@zurichna.com</a>
Ginny Howard	WC Team Manager	(615) 872-1315	<a href="mailto:ginny.howard@zurichna.com">ginny.howard@zurichna.com</a>
Karen Kingo	WC Pension Manager	(847)413-5868	<a href="mailto:karen.kingo@zurichna.com">karen.kingo@zurichna.com</a>
Vea Storey	WC Claims Specialist	(615) 872-1241	<a href="mailto:veatrice.storey@zurichna.com">veatrice.storey@zurichna.com</a>
Patricia Painter	WC Claims Specialist	(615) 391-7501	<a href="mailto:patricia.painter@zurichna.com">patricia.painter@zurichna.com</a>
Nat Woodruff	Claims Customer Service Executive	(404) 851-3278	<a href="mailto:nathaniel.woodruff@zurichna.com">nathaniel.woodruff@zurichna.com</a>

## **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**

<b>Owner Controlled Insurance Program (OCIP)</b>	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.
<b>Insured</b>	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.
<b>Enrolled Contractors</b>	"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".
<b>Insurer</b>	Insurance Company, as identified in the Insurance Policy Reference section.
<b>OCIP Coordinator and Administrator</b>	The firms responsible for the insurance broker and administration of the OCIP.
<b>OCIP Safety Consultants</b>	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.
<b>Project Description</b>	All Designated Projects identified and approved by the Owner and on file with the Insurance Company.
<b>On-Site Activities/ Designated Project</b>	<p>Zurich's designated project means: "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>
<b>Eligible Contractors</b>	<b>Insured by the OCIP:</b> 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.
<b>Ineligible Contractors</b>	<b>Not insured by the OCIP:</b> 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.
<b>Certificate of Insurance</b>	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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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	_____	Femal	_____	Date of Birth	_____	Ht.	_____	Wt.	_____
Employee Address	_____										
	Street	_____	City	_____	State	_____	Zip Code	_____	Home Phone	_____	
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 safe 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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Reinstruction of employee(s) involved         | <input type="checkbox"/> Do/revise Job Safety Analysis        | <input type="checkbox"/> Repair/replace/modify equipment  |
| <input type="checkbox"/> Preventative instruction of others who do job | <input type="checkbox"/> Revise/establish safety rule         | <input type="checkbox"/> Improve clean-up procedure       |
| <input type="checkbox"/> Training of employee(s)                       | <input type="checkbox"/> Reassign employee to another job     | <input type="checkbox"/> Improve inspection procedure     |
| <input type="checkbox"/> Action to improve enforcement                 | <input type="checkbox"/> Require/replace protective equipment | <input type="checkbox"/> Eliminate/reduce congestion      |
| <input type="checkbox"/> Reprimand/discipline of employee(s) involved  | <input type="checkbox"/> Install safety guard device          | <input type="checkbox"/> Improve design/construction      |
|  |   | <input type="checkbox"/> 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 \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Reviewed by \_\_\_\_\_ Superintendent \_\_\_\_\_

# 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 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](mailto: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](mailto: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](mailto: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:

<u>Subcontractors</u>	<u>Reported Contract Value</u>	<u>Final Contract Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This is our contract:    YES     NO

We are still working on the following contracts:

<u>Location Code</u>	<u>Awarding Contractor</u>	<u>Prime Contractor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

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):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURED OCIP Enrolled Contractor	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : AM BEST Rating A- VII or better		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

## 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 <i>Applies to Off Site Risks</i>	X	X				EACH OCCURRENCE	\$1,000,000	
X	COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES(Ea occurrence)	\$	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS-COMP/OP AGG	\$2,000,000	
	AUTOMOBILE LIABILITY <i>Applies to Off and On Site Risks</i>	X	X				COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ANY AUTO						BODILY INJURY(Per person)	\$	
X	ALL OWNED AUTOS						BODILY INJURY(Per accident)	\$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
X	HIRED AUTOS							\$	
	NON-OWNED AUTOS							\$	
X	UMBRELLA LIAB	X	X				EACH OCCURRENCE	\$1,000,000	
	EXCESS LIAB						AGGREGATE	\$1,000,000	
	DED							\$	
	RETENTION \$								
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY <i>Applies to Off Site Risks</i>	N/A	X				WC STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
	OTHER								

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

MSCAA OCIP  
c/o Willis Towers Watson  
Attn: OCIP Administrator  
500 North Akard St., Suite 4300  
Dallas, TX 75201

## CANCELLATION

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  
LUMP SUM CONSTRUCTION CONTRACT  
FOR  
OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD - CONSTRUCTION**

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

**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 tool box 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 air craft 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 interview 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 work-sites. 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 contractor's 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 <sup>1</sup>	Monthly <sup>2</sup>	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 <sup>3</sup>				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.

<sup>1</sup> Weekly – Weekly reports are due the following Tuesday morning

<sup>2</sup> Monthly – Monthly reports are due by the 6<sup>th</sup> of the following month.

<sup>3</sup> Safety Action Plan or JSA – As required by contract or specification

The Owner and it's 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.
- Employees 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:**

**Load Data:**

Make and Model: \_\_\_\_\_

Gross Load Weight: \_\_\_\_\_

Boom Length: \_\_\_\_\_

Rigging Weight: \_\_\_\_\_

Counterweight: \_\_\_\_\_

Load block & line Weight: \_\_\_\_\_

Capacity: \_\_\_\_\_

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 employers' 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**    \_\_\_ Stumbling    \_\_\_ Staggering    \_\_\_ Falling    \_\_\_ Unable to Walk  
                   \_\_\_ Swaying    \_\_\_ Unsteady    \_\_\_ Holding On    \_\_\_ Normal
- 2. **Standing**    \_\_\_ Swaying    \_\_\_ Rigid    \_\_\_ Unable to Stand  
                   \_\_\_ Staggering    \_\_\_ Sagging at Knees    \_\_\_ Feet Wide Apart
- 3. **Speech**    \_\_\_ Shouting    \_\_\_ Silent    \_\_\_ Whispering    \_\_\_ Slow  
                   \_\_\_ Rambling    \_\_\_ Mute    \_\_\_ Slurred    \_\_\_ Slobbering  
                   \_\_\_ Incoherent    \_\_\_ Confused    \_\_\_ Normal
- 4. **Demeanor**    \_\_\_ Cooperative    \_\_\_ Polite    \_\_\_ Calm    \_\_\_ Sleepy  
                   \_\_\_ Silent    \_\_\_ Talkative    \_\_\_ Crying    \_\_\_ Excited  
                   \_\_\_ Sarcastic    \_\_\_ Fighting
- 5. **Actions**    \_\_\_ Resisting    \_\_\_ Fighting    \_\_\_ Threatening    \_\_\_ Erratic  
                   \_\_\_ Communications  
                   \_\_\_ Drowsy    \_\_\_ Profanity    \_\_\_ Hyperactive    \_\_\_ Hostile  
                   \_\_\_ Calm
- 6. **Eyes**    \_\_\_ Bloodshot    \_\_\_ Watery    \_\_\_ Dilated    \_\_\_ Glassy  
                   \_\_\_ Droopy    \_\_\_ Closed    \_\_\_ Normal
- 7. **Face**    \_\_\_ Flushed    \_\_\_ Pale    \_\_\_ Sweaty    \_\_\_ Normal
- 8. **Appearance/  
Clothing**    \_\_\_ Unruly    \_\_\_ Messy    \_\_\_ Dirty    \_\_\_ Partially Dressed  
                   \_\_\_ Body    \_\_\_ Stains    \_\_\_ Neat    \_\_\_ Normal  
                   \_\_\_ Excrement
- 9. **Breath**    \_\_\_ Alcoholic    \_\_\_ Faint Alcohol    \_\_\_ No Odor  
                   \_\_\_ Odor    \_\_\_ Odor
- 10. **Movement**    \_\_\_ Fumbling    \_\_\_ Jerky    \_\_\_ Slow    \_\_\_ Hyperactive  
                   \_\_\_ Nervous    \_\_\_ Normal
- 11. **Eating/  
Chewing**    \_\_\_ Gum    \_\_\_ Candy    \_\_\_ Mints    \_\_\_ 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 \$ \_\_\_\_\_

<u>Witness to Accident</u>	<u>Statement Obtained</u>		<u>Statement Attached</u>	
	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

<b>MONTHLY ACCIDENT EXPERIENCE SUMMARY</b>	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/Supervisor	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  
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.

**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.

**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 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](http://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  
UNIT PRICE CONSTRUCTION CONTRACT  
FOR  
OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD - 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 0 – SECTION 00605**  
**CERTIFICATE OF SECRETARY**

AS TO RESOLUTION ADOPTED BY BOARD OF DIRECTORS

On \_\_\_\_\_

I, \_\_\_\_\_, hereby certify that I am the duly authorized Secretary of \_\_\_\_\_, charged with keeping the records and the seal of said Corporation, and that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the Corporation duly held on \_\_\_\_\_, which resolution is now in full force and effect.

RESOLVED, that \_\_\_\_\_, (President, Vice President) of \_\_\_\_\_ is hereby authorized to execute contracts, performance bonds and labor materials bonds on behalf of the Corporation.

WITNESS my hand as Secretary, and the seal of the Corporation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

BEFORE ME, a notary public of the state and county mentioned, personally appeared

\_\_\_\_\_, with whom I am personally acquainted, and who, upon oath,

acknowledged such person to be \_\_\_\_\_, and officer authorized to execute the

instrument, of \_\_\_\_\_, the within named bargainor, a corporation, and that such

officer, as such \_\_\_\_\_, executed the foregoing instrument for the purposes therein contained, by personally signing their name of the corporation as \_\_\_\_\_.

WITNESS my hand and seal, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires: \_\_\_\_\_

**END OF SECTION 00605**

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor or Principal, and

as Surety, hereinafter called Surety, are held and firmly bound unto

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

hereinafter called Owner, or Obligee, in the amount of \_\_\_\_\_ Dollars, for the performance whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly, severally, and solidarily, firmly by these presents.

The penal sum of this Performance Bond shall be increased by the amount that the Contract, as herein below defined, is increased during the term of the Performance Bond.

WHEREAS, Principal has entered into a written agreement with the Owner (hereinafter referred to as "Contract") for:

in accordance with Drawings and Specifications prepared and to be prepared by

ENSAFE

which Contract is by reference incorporated herein and made a part hereof.

WHEREAS, the Surety represents that it possesses an A-VIII rating or higher in the most recent edition of Best Insurance Reports and that Surety is authorized to execute and deliver bonds in the State of Tennessee.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform each and every term, condition, obligation and provision of said Contract, including but not limited to, completion and delivery of the work described in the Contract within the scheduled time as such time may be extended from time to time as permitted in the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety shall within sixty (60) days from notice by Owner to the Surety, either

1. Proceed to complete the performance of the Contract timely in accordance with the terms and conditions of the Contract, including but not limited to:

- (a) The responsibilities of the Principal for completion of the Work, correction of defective Work, warranty Work and payment for the Work; and
- (b) Payment of liquidated damages specified in the Contract, or

2. Pay to the Owner the amount of its costs and damages, up to the penal sum of this bond, that would be owed by the Principal to the Obligee under the Contract to complete the obligations of the Principal, including any liquidated damages that may be due and any additional legal, design professional or delay costs resulting from the Contractor's default less any remaining contract funds.

The Surety hereby waives notice of any alteration or extension of time made by the Owner. The Surety hereby waives notice of any change in the scope of the Contract.

Any suit under this Performance Bond must be instituted in a court of competent jurisdiction, in Shelby County, Tennessee, and not elsewhere within four (4) years from Substantial Completion as defined in the Contract.

No right of action shall accrue on this bond to or for the use of any person, partnership or corporation other than the Owner or the heirs, executors, administrators, successors or assigns of the Owner.

Notice of claim to the Surety under the bond shall be sent to the following address:

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

TITLE: \_\_\_\_\_

\_\_\_\_\_  
SURETY

TITLE: \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor or Principal, and

as Surety, hereinafter called Surety, are held and firmly bound unto

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

hereinafter called Owner or Obligee, in the amount of \_\_\_\_\_ Dollars, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly, severally, and solidarily, firmly by these presents.

The penal sum of this Labor and Material Payment Bond shall increase by the amount that the Contract, as herein below defined, is increased during the term of the Labor and Material Payment Bond.

WHEREAS, Principal has entered into a written agreement with the Owner (hereinafter referred to as the "Contract") for:

in accordance with Drawings and Specifications prepared and to be prepared by

ENSAFE

which Contract is by reference incorporated herein and made a part hereof.

WHEREAS, the Surety represents that it possesses an A--.VIII rating or higher in the most recent edition of Best Insurance Reports and that Surety is authorized to execute and deliver bonds in the State of Tennessee.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully complete the work as defined in the Contract free and clear of all claims, liens and any other contractual, statutory, or legal rights the Claimants, as hereinbelow defined, may have for the payment of amounts owed in connection with or arising out of the Contract ("Claims"); and the Principal shall make prompt payment to all persons having a Claim or lien pursuant to any statute or law of the State of Tennessee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

1. A Claimant is defined as one having a contract with the Principal or a subcontractor or supplier of any tier for labor, materials, equipment used or reasonably required for use in the performance of the Contract, labor and materials being construed to include water, power, gas, light, heat, oil, gasoline, or telephone services applicable to the Contract.
2. No suit or action shall be commenced by any Claimant:
  - a) After the expiration of two (2) years following the date which Substantial Completion as defined in the Contract is achieved. However, if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- b) Other than in a court of competent jurisdiction in Shelby County, Tennessee, and not elsewhere.
- 3. Upon written notice to Surety from the Owner, Surety shall, within forty-five (45) days after receipt of said notice, pay or cause to be paid all Claims made or if the Surety contests in good faith the validity of any Claim, the Surety shall, within forty-five (45) days after receipt of said notice, cause bonds to be posted in an amount and form acceptable to Oblige to bond off such Claims. Surety shall indemnify, defend and hold Oblige harmless from any such Claims together with any and all attorney's fees, costs and expenses or liability in any manner arising out of or in connection therewith.
- 4. The Surety hereby waives notice of any alteration or extension of time made by the Owner. The Surety hereby also waives notice of any changes in the scope of the Contract, including changes to the contract amount.

Notice of claim to the Surety under the bond shall be sent to the following address.

SIGNED AND SEALED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

TITLE: \_\_\_\_\_

\_\_\_\_\_  
SURETY

TITLE: \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE





**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

**MEMPHIS INTERNATIONAL AIRPORT AUTHORITY**

**PROJECT NO. 19-1426-01  
OBSTRUCTION CLEARING - SOUTH OF MEM AIRFIELD - CONSTRUCTION**

**CONTRACTOR**

**FOR WORK ACCOMPLISHED FROM \_\_ TO \_\_**

**AMOUNT DUE THIS APPLICATION: \$0.00**

**APPROVALS:**

No. 1 Approved	MM/DD/YYYY	Adds <u>0</u> days	<b>\$0.00</b>
No. 2 Approved	MM/DD/YYYY	Adds <u>0</u> days	<b>\$0.00</b>
No. 3 Approved	MM/DD/YYYY	Adds <u>0</u> days	<b>\$0.00</b>
No. 4 Approved	MM/DD/YYYY	Adds <u>0</u> days	<b>\$0.00</b>
No. 5 Approved	MM/DD/YYYY	Adds <u>0</u> days	<b>\$0.00</b>
No. 6 Approved	MM/DD/YYYY	Adds <u>0</u> days	<b>\$0.00</b>
<b>Total time extension:</b>		<b>Adds <u>0</u> days</b>	

**TOTAL AMENDED CONTRACT PRICE \$0.00**

<b>DEBIT:</b>	<b>TOTAL INSTALLED TO DATE</b>		
	previously installed to date	<b>\$0.00</b>	
	this application installed	<b>\$0.00</b>	<b>\$0.00</b>
<b>CREDIT:</b>	<b>plus STORED MATERIALS</b>		
	previously stored materials	<b>\$0.00</b>	
	this application stored materials	<b>\$0.00</b>	<b>\$0.00</b>
	<b>less PREVIOUSLY CERTIFIED FOR PAYMENT</b>		<b>\$0.00</b>
	<b>equals AMOUNT DUE THIS APPLICATION</b>		<b>\$0.00</b>

**TERMS:**

certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Application for payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application shall pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except as otherwise stated to Owner). Progress status is as described in schedule under monthly construction payment request.

**CONTRACTOR:**  
Contractor

**BY:** \_\_\_\_\_  
Signatory  
Title

Signature is valid for \_\_\_\_\_ day of \_\_\_\_\_, YYYY.

**My Commission Expires:** \_\_\_\_\_

**RECOMMENDATION:**

Program Manager recommends THIS APPLICATION to CONTRACTOR is recommended.

**BY:** \_\_\_\_\_  
Program Manager Signatory

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DIVISION 0 - SECTION 00640

# Business Diversity Monthly Compliance Report

MSCAA Project. Name and Number: Obstruction Clearing - South Of MEM Airfield  
(19-1426-01) Date: \_\_\_\_\_

To: Memphis Shelby County Airport Authority From: Name: \_\_\_\_\_  
Attn: ReGina Armstrong Company: \_\_\_\_\_  
2491 Winchester Rd., Ste. 113 Address: \_\_\_\_\_  
Memphis, TN 38116-3856 Ph: \_\_\_\_\_  
Owner Gender & Ethnicity: \_\_\_\_\_

For the month ending \_\_\_\_\_, I certify that the current payment for this contract was satisfied by the means shown below:

Name, Address, & Phone No. of All Subcontractors	Company Code	Current Payment Amt.	Check No.	Total for Calendar Year	Cumulative Total to Date	Gender	Ethnicity

**PLEASE PROVIDE PROOF OF YOUR PAYMENT AMOUNT TO YOUR SUB CONTRACTORS.**

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

**Gender Code:** M=Male, F=Female **Proof of Payments:** Copy of Check, or Copy of E-Payment Confirmation

**Company Code:** DBE =Disadvantaged Business Enterprise, MOC=Majority Owner Company, INC=Incorporated/Partnership, CM/WBE = M/WBEs the owners of which have been certified as having a personal net worth less than \$1.32mil

**Ethnicity Code:** B=Black, H=Hispanic, N=Native American, AA=Asian American, APA=Asian Pacific American, SCA=Sub Continent Asian, NM=Non-Minority, C=Caucasian & O=Other

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**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).

<p>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:</p>	<p>. 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.</p>
<p>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:</p>	<p>. 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.</p>

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>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

\* SUTN2016-001 07/13/2016

	Rates	Fringes
BRICKLAYER.....	\$ 14.26	**
CARPENTER.....	\$ 17.52	
CEMENT MASON/CONCRETE FINISHER...\$	15.55	
ELECTRICIAN.....	\$ 24.08	
IRONWORKER		
Reinforcing.....	\$ 16.29	
Structural.....	\$ 16.89	
LABORER		
Common/Unskilled.....	\$ 13.11	**
Skilled		
Air Tool Operator,		
Asphalt Raker, Chain Saw		
Operator, Concrete Mixer		
(less than 1 yd),		
Concrete Rubber, Edger,		
Fence Erector, Form		
Setter (steel), Guard		
Rail Erector, Mechanic's		
Tender (tire changer or		
oiler), Mortar Mixer,		
Nozzleman or Gun Operator		
(gunite), Pipelayer,		
Sign Erector.....	\$ 15.27	
PAINTER (INCLUDES SANDBLASTER)...\$	26.36	
POWER EQUIPMENT OPERATOR:		
GROUP 1		
Backhoe/Hydraulic		
Excavator (3/4 yd &		
over), Crane (less than		
20 Tons), End Loader (3		
yd & over), Motor Patrol		
(finish),Piledriver,		
Dragline.....	\$ 19.14	
GROUP 1A		
Drill Operator (Caisson)...\$	25.26	
Farm Tractor Operator		
(Power Broom).....	\$ 13.50	**
GROUP 2		
Backhoe/Hydraulic		

Excavator (less than 3/4 yd), Bulldozer or Push Dozer, End Loader (less than 3 yd), Motor Patrol (rough), Tractor (crawler/ utility), Truck Driver (Heavy Duty, Off Road) Scraper, Shovel, or Trenching Machine.....\$ 17.08

GROUP 3

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal).....\$ 17.75

GROUP 4

Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor Machine, pump, Track Drill, Striping Machine....\$ 16.48  
 Heavy Duty Mechanic.....\$ 20.33  
 Light Duty Mechanic.....\$ 19.53  
 Sweeping Machine (Vacuum) Operator.....\$ 15.56

GROUP 5

Crane (over 20 Tons).....\$ 20.44

TRUCK DRIVER

2 axles.....\$ 15.36  
 3-4 axles.....\$ 14.86 \*\*  
 5 or more axles.....\$ 16.27

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.



A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**END OF GENERAL DECISION**

**ISSUED FOR BID**

**END OF SECTION 00661**

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**DIVISION 0 – SECTION 00663****LABOR STANDARDS INTERVIEW**

In accord with Davis-Bacon Requirements, the Contractor shall permit Owner to conduct interviews with employees during working hours on the job. These interviews will be conducted at least once every three months with one person employed by the Contractor and one person employed by each of the subcontractors (and sub-subcontractors to all tiers of the project, as applicable). Any and all employees subject to payment minimum wages per Davis-Bacon Requirements may be selected for interviews. The frequency and quantity of interviews may be increased or decreased at the Owner's sole discretion. The interview form on the next page will be used to conduct each interview and will be available to the Contractor upon request.

**END OF SECTION 00663**

Memphis-Shelby County Airport Authority  
Labor Standards Interview Form



SECTION 1 – TO BE COMPLETED BY INTERVIEWER UNDER INTERVIEWEE’S OBSERVATION

Project Name: Obstruction Clearing - South Of MEM Airfield Project Number: 19-1426-01

Interviewee’s Name: \_\_\_\_\_

Work Classification: \_\_\_\_\_ Interviewee’s Wage Rate: \_\_\_\_\_

Interviewee’s Employer: \_\_\_\_\_

Interviewee’s Supervisor: \_\_\_\_\_

Do you work over 8 hours per day? Yes  No

Do you work over 40 hours per week? Yes  No

Are you paid at least time and a half for overtime hours? Yes  No

Are you receiving any cash payments for fringe benefits required by the posted wage determination decision? Yes  No

Are there deductions other than taxes and social security made from your pay? Yes  No

If yes to previous question, describe deductions: \_\_\_\_\_

What tools do you use? \_\_\_\_\_

**The above information is correct to the best of my knowledge**

Interviewee’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Interviewer’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SECTION 2 – TO BE COMPLETED BY INTERVIEWER SEPARATE FROM INTERVIEWEE

Work being completed by interviewee at time of interview: \_\_\_\_\_

Are wage rates and posters displayed? Yes  No

SECTION 3 – TO BE COMPLETED BY PAYROLL CHECKER

Is interviewee properly classified and paid? Yes  No

Is above information in agreement with payroll data? Yes  No

Checker’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DIVISION 0 – SECTION 00765**  
**SUPPLEMENTAL PROVISIONS**

**00765-01 CONTRACTOR'S FIELD OFFICE**

A Contractor's field office [is not] required for this project. Contractor shall keep on file at the project site copies of contract drawings, shop drawings, specifications, and other records pertaining to the project, in good condition, and readily accessible to the Contractor, Owner, Engineer, and all parties concerned. If the Contractor elects to operate a field office, it may do so at no additional compensation.

**00765-02 PROTECTION OF PERSONS AND PROPERTY**

**00765-02.1** The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the job site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

**00765-02.2** All Work, whether performed by the Contractor, its Subcontractors or Sub-Subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

**00765-02.3** The Contractor shall designate a responsible member of its organization at the Job site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with the Contract Documents and to prevent accidents. This person shall have enforcement authority and be responsible for carrying out the relevant duties and be designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-Subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer representative in the performance of their duties as aforesaid.

**00765-02.4** Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

**00765-02.5** The Contractor shall provide to each worker on the job site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for their failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.

**00765-02.6** The Contractor shall indemnify the Owner, from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, its Subcontractors or Sub-Subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of the Contract. The Contractor shall not be relieved of its responsibilities under the Contract, should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Construction Contract, in any manner whatsoever.

**00765-02.7** The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner, its designated agents, and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards. The Owner may, but shall not be required to, make periodic patrols of the job site as a part of its normal security program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities.

**END OF SECTION 00765**

**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.

- E. Open flame, welding, or torch cutting operations are prohibited in the construction area unless written permission has been given by the Airport Authority and adequate fire and safety precautions have been taken.
- F. The use or possession of explosives is prohibited on Airport property.
- G. Extensive stockpiles of construction materials will not be permitted near runway ends, runway edges, taxiways or aircraft parking aprons.
- H. Excavation and open trenches may be permitted within runway safety areas and up to the edge of structural pavement on taxiways and aprons, on a case-by-case basis, i.e. cable trenches, pavement tie-ins, etc.; but only with prior approval of the Owner and, where required, the FAA.
- I. Hazardous areas, into which no part of an aircraft may enter, (i.e., excavations, open trenches, material stockpiles, etc.) must be permanently delineated by use of barricades with alternate orange and white markings. The barricades are to be supplemented with orange flags (20x20 inch minimum) made and installed so that they are always in the extended position and properly oriented. For nighttime use, the barricades are supplemented with flashing red lights. Light intensity and barricade spacing must adequately delineate the hazardous area. Flare pots are prohibited.  
  
Note: The Contractor shall designate an individual by name who is on call 24 hours per day for emergency maintenance of airport hazard lighting and barricades.
- J. FAA approval is required in advance of scheduled operation of any crane or other construction equipment with top elevation exceeding 300 feet mean sea level or that will penetrate any navigable surface as defined under FAR PART 77. Advance notification of intended use will be provided by the Owner well in advance of intended use.

### **3.06 CONSTRUCTION VEHICLE TRAFFIC**

- A. Access to the construction site is as shown on the plans or as directed by the Owner. No other access point is authorized unless designated in writing by the Airport Authority. Construction traffic will operate only on designated haul routes within the construction area limits.
- B. Drivers of construction vehicles will be knowledgeable of construction routes or will be escorted by other Contractor or Owner designated personnel who are knowledgeable.
- C. The Contractor will be responsible for traffic control in the various construction areas of the work site. The Contractor will not permit unauthorized personnel or vehicles on the construction site.
- D. The Contractor shall be responsible for immediate cleanup of any debris deposited along construction routes, as result of his construction traffic.
- E. Directional signing at the construction access gate and along the delivery route to work site temporary storage areas shall be as designated and approved by the Owner.
- F. Construction vehicle identification shall be as prescribed in Specification Section 00802, AIRPORT SECURITY REQUIREMENTS.
- G. No construction vehicle is authorized on any active AOA pavement surface or to enter runway safety areas without specific authorization from the Owner.



**3.07 REPORTING PROPERTY DAMAGE OR PERSONNEL INJURY**

- A. All persons involved in any accident whether personal injury, aircraft or automotive, occurring on Airport property, shall make a full report to the Airport Police (922-8298) as soon after the accident as possible. The report shall include, but not be limited to, the names, addresses of all principals and witnesses, if known, and a statement of the facts. Construction accidents fall under this category.
- B. In the event of personnel injury requiring ambulance response, the Airport Police Dispatcher, upon notification, telephone 922-8333, will call the ambulance and arrange Airport Police escort to the injury site. A written report will be prepared by the Airport Police after the injury is treated.

**END OF SECTION 00801**

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## 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.

- M. **Unescorted Identification Badge** - pictured identification badge issued by the Airport Authority, which allows bearer to enter Airport Restricted Areas where there is a job-related need.
- N. **Vehicle Escort** - means the following of an authorized escort vehicle into the Airport Restricted Areas.

**PART 2 PRODUCTS**

(No products are required in this Section.)

**PART 3 EXECUTION**

**3.01 AMENDMENTS AND SPECIAL NOTICES**

- A. The Contractor will be bound by any future amendments, additions, deletions, or corrections of the Airport Rules and Regulations promulgated by the Airport Authority, as dictated by changes in Federal Transportation Security Administration (TSA) regulations, as dictated by changes in Federal Aviation Administration (FAA) regulations, or safety requirements at Memphis International Airport or any airport owned and operated by Memphis-Shelby County Airport Authority.
- B. Special regulations, notices, memoranda, or directions of an operations nature of interest to persons engaged in business with the Airport Authority, as generated by the Director, shall be issued under the authority of the Airport Regulations and shall have the same effect as the Airport Rules and Regulations.
- C. The Director is authorized to interpret and construe these regulations wherever necessary, either by directions of general or specific application, and his interpretation and construction should be deemed a part of the regulations and binding upon all persons.

**3.02 ENFORCEMENT AND COMPLIANCE WITH AIRPORT REGULATIONS**

- A. The uniformed Airport Police Officers of the Airport Authority and other representatives as designated by the Director are empowered to require compliance with Airport Rules and Regulations, ordinances of the City of Memphis, laws of the State of Tennessee, and federal rules and regulations. No authority is either hereby expressed or implied, however, that would permit any individual other than the Director to change, alter, or amend Airport Rules and Regulations.
- B. It shall be unlawful for any person to do or commit any act forbidden herein or fail to perform any act required by Airport Rules and Regulations.

**3.03 SCOPE**

- A. All users of and persons on Airport property shall be governed by the Airport Rules and Regulations and directions of the Director. Airport Rules and Regulations are subject to change by the Airport Authority Board of Directors at any time.
- B. Airport Rules and Regulations are not intended to amend, modify or supersede federal, state, or local laws or regulations.
- C. If any portion of the Airport Rules and Regulations shall be invalid or unenforceable, all other portions shall remain in effect and be construed to achieve the purposes hereof.

**3.04 IDENTIFICATION REQUIREMENTS**

- A. 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.

### 3.05 VEHICLE PARKING AND OPERATION

#### A. General.

1. All streets on the Airport shall have the status of dedicated city streets for the purpose of traffic enforcement.
2. Motor vehicles operated on the public roadways and parking lots of the Airport shall be governed by the traffic ordinance of the city and state laws applicable and, in addition thereto, the following regulations shall be applicable.

#### B. Traffic Rules and Regulations in the Air Operations Area.

1. The driver of any motor vehicle operating within the Airport boundary shall comply with the lawful orders, signals or directives of Airport Police Officers.
2. All drivers operating motor vehicles within the Airport boundary must possess a valid state driver's license.
3. Only drivers possessing a valid Airport Driver's Permit issued by the Airport Authority are authorized to operate any motorized vehicle unescorted on the AOA of Memphis International Airport. (The Security Coordinator may designate certain construction areas as void of this requirement)
4. Riding on trailer hitches, fenders, or on any portion of a vehicle not equipped with proper seats, running boards, or handholds is prohibited. Standing up in a moving motor vehicle, riding outside of a moving motor vehicle, or riding with arms or legs protruding from the body of the vehicle is prohibited.
5. All vehicle lights shall be lighted during the hours of darkness or during the time of reduced visibility when said vehicle is being operated in the restricted area.
6. No person shall operate any motorized vehicle when vision is restricted due to the load being carried, or for any other reason.
7. No person under the influence of alcoholic beverages or narcotic drugs shall operate any motor vehicle or motorized equipment on the Airport.
8. It shall be the responsibility of the operator to ascertain that the vehicle is in good operating condition. Operators are required to check proper operation of the vehicle's brakes before commencing any operation on airport.
9. Vehicles dripping oil, gasoline, water, or debris of any kind, shall be restricted.
10. Pedestrians and aircraft shall at all times have right-of-way over vehicular traffic. All vehicles must pass to the rear of taxiing aircraft.

#### C. Radio Equipment.

1. All vehicles operating in the aircraft movement area must be equipped with a two-way radio and, when the movement area is being controlled, be in continuous communication with the Control Tower, unless being escorted by authorized escort vehicle.
  2. The installation of two-way radios does not permit the operation of vehicles on the Airport without proper authorization of the Director.
- D. Contractor Employee Parking.
1. Employee parking is not available on the job site. The Contractor must provide for remote parking for employees and transport them to the job site.
- E. Authorized Contractor Vehicles.
1. Unless otherwise authorized, the Contractor and each subcontractor shall be permitted to have no more than one (1) vehicle per trade on the job site. All Contractor vehicles authorized access to Airport restricted areas shall be:
    - a. Owned or hired by the Contractor or subcontractor;
    - b. Insured under company policy;
    - c. On a pre-approved list; and
    - d. Marked in accordance with Airport regulations.
  2. Passenger type vehicles, including pickup trucks, must have the company name displayed on each front door of the vehicle. The company name must be readable, but at a minimum (the letter size shall be 4.5"). The vehicle must display the appropriate Airport registration decal. Specialized equipment such as bulldozers, cranes, etc., will be exempted from this requirement.
  3. Cranes used during daylight hours shall have a red flag affixed to the top of boom. Cranes shall have a red obstruction light on the top of boom when used at night. Crane booms shall not be left erect when not in use or following end of workday.
- F. Emergency Vehicles and Conditions.
1. Any person operating a motor vehicle on the air operations area shall immediately yield the right-of-way to the police, ambulance, fire department, or other emergency vehicle giving an audible or visual signal or as otherwise directed by an Airport law enforcement officer or fire/rescue department personnel.
  2. Emergency conditions existing on the air operations area will not mitigate or cancel existing regulations for non-emergency vehicles in areas not affected by the emergency.
  3. Under emergency conditions such as an aircraft accident or fire, access to the scene is denied to all vehicles or persons except those whose duties require their presence. Permits and licensing shall be rendered invalid in the area of emergency conditions and the Airport Authority shall determine when normal operations may be resumed.
- G. Passing Aircraft.
1. All vehicles shall pass to the rear of taxiing aircraft and shall pass no nearer than 20 feet horizontal distance.
- H. Passenger Concourse.

1. No motorized vehicles or carts of any type shall be used in any concourse or terminal lobby unless approved by the Director.
2. No vehicle or motorized equipment shall be driven under concourses except at authorized vehicle pass-throughs designated by the Director.

I. AOA Driving Lanes.

1. Vehicles on the aircraft parking apron at the terminal and air cargo buildings shall be operated within the marked driving lanes and in compliance with marked traffic control signs except for the following:
  - a. Authorized vehicles engaged in parking apron repair and inspection; and
  - b. Vehicles exceeding a width of 12 feet which shall follow marked lanes as closely as possible.
2. Vehicles shall enter and exit designated driving lanes at a point nearest to the origin and destination.
3. No vehicles or equipment shall be parked in a manner as to obstruct any portion of the driving lanes.

J. Taxiing Aircraft.

1. Vehicles shall yield to taxiing aircraft or aircraft under tow.

K. Speed Limits.

1. No person shall operate a motor vehicle or other motorized equipment at a speed greater than the following:
  - a. Five miles per hour in designated drives under the terminal;
  - b. Fifteen miles per hour on paved service roads in the vicinity of the terminal and air cargo buildings; or
  - c. Twenty-five miles per hour on all aprons or ramps unless the area has an otherwise posted speed limit.
  - d. Fifteen miles per hour on all aprons or ramps at General DeWitt Spain Airport and Charles W. Baker Airport unless the area has an otherwise posted speed limit.

L. Inspection of Vehicles.

1. Contractors authorized to operate vehicles on the air operations area shall be responsible for ensuring that each motor vehicle is inspected at least each 12 months by a qualified mechanic, is in good mechanical condition and has all the required safety equipment.
2. The Contractor shall remove from service any vehicle, which, in the opinion of the Director, is defective and in need of repair and said vehicle will not be returned to service until properly repaired.

M. Violations of Restricted Area Traffic Regulations.

1. The penalties for a violation of restricted area traffic regulations shall be as follows:
  - a. First offense within any 12-month period: retraining;
  - b. Second offense within any 12 month period: retraining and fine not to exceed \$50.00;

- c. Third offense within any 12 month period: retraining and fine not to exceed \$100.00; and
  - d. Fourth offense within any 12 month period: revocation of privilege to drive in restricted area (unescorted or escorted).
2. The above set penalties do not negate the right of the Airport Authority to immediately revoke driving privileges, dependent upon the seriousness of the violation.

N. Vehicle Registration.

- 1. The Contractor shall list all construction vehicles requiring passage through the access gate on the "AOA Access Decal Request Form," which will be provided upon request.
- 2. Each vehicle approved will be issued a windshield decal, which must be affixed to the driver's side of the windshield. This decal is not transferable. Only those vehicles so marked will be allowed through the access gate with the following exceptions:
  - a. dump trucks;
  - b. concrete trucks;
  - c. vehicles making deliveries; and
  - d. cranes, tractor, etc.

O. Delivery Vehicles.

- 1. Each day the Contractor shall give the access gate guard a written list of deliveries expected. No delivery will be cleared into the restricted area unless it is on the list or the construction supervisor is contacted for clearance.

**3.06 GENERAL INFORMATION**

A. Access to Public Facilities.

- 1. Contractor employees are not authorized to use public facilities, (i.e., rest rooms, eating facilities, boarding gate hold rooms or other public areas of the terminal), except as specifically authorized by the Airport Authority and as necessary for access to job site.
- 2. Contractors shall provide adequate rest room and break facilities within the job site and staging areas as appropriate.
- 3. All public areas authorized for use by the Contractor's employees are to be kept in a clean and sanitary manner, free of all construction debris.

B. Accident Reports.

- 1. All persons involved in any accident whether personal injury, aircraft or automotive, occurring on Airport property, shall make a full report to the Airport Police (922-8298) as soon after the accident as possible. The report shall include, but not be limited to, the names, addresses of all principals and witnesses, if known, and a statement of the facts. Construction accidents fall under this category
- 2. To request paramedics call 922-8333.



- C. Airport Rules and Regulations.
1. The Contractor shall conform to the "Memphis-Shelby County Airport Authority Rules and Regulations."
  2. The Contractor shall conform to "Memphis-Shelby County Airport Authority's Air Operations Area Rules and Regulations and its Airport Security Program."
- D. Alcoholic Beverages and Narcotic Drugs.
1. No person shall have any alcoholic beverages or narcotic drugs on Airport property.
- E. Damages.
1. Contractors shall be fully responsible for all damages to buildings, equipment, real property and appurtenances in the ownerships or custody of the Airport Authority caused by negligence, abuse or carelessness on the part of their employees, agents, customers, visitors, suppliers or persons with whom they do business.
- F. Disorderly Conduct.
1. No person shall commit any disorderly, obscene or indecent act nor commit any nuisance.
  2. Abusive behavior by Contractor supervisors or their employees will not be tolerated.
- G. Debris and Cleanup.
1. No person shall dispose of any garbage, trash, refuse or any other material on the Airport except in the receptacles provided for that purpose.
  2. No person shall dispose of any fill or building materials or any other materials on Airport property except in such areas as are specifically designated by the Director.
  3. Contractors are responsible for the cleanliness of the job site and access to the job site as appropriate. All Contractors must establish an active ongoing program to eliminate any foreign objects which may cause damage to aircraft or cause personal injury to other persons. Contractors must pay particular attention to haul routes used to and from the job site to clean up any debris which may be tracked onto or dropped on the air operations area. Contractor will immediately remove such debris to eliminate the hazard. **END OF THE WORKDAY CLEANUP WILL NOT SUFFICE.** Cleanup shall be done to the satisfaction of the Airport Authority. All Active taxiway crossings and work areas adjacent to the taxiways shall be kept clean.
  4. If it should become necessary for the Airport Authority to remove debris left by a Contractor, the Contractor shall be billed at 2 1/2 times the actual cost of the cleanup or a minimum of \$250 per trip whichever is greater.
- H. Firearms and Explosives.
1. No person shall have any firearm, explosive or incendiary device on or about their person or accessible property while on Airport property.
- I. Fire Equipment.

1. All Contractors shall supply and maintain adequate and readily accessible fire extinguishers for the particular hazard involved as directed by the Airport Authority or the Fire Marshal. All fire apparatus shall be maintained in first class operable condition.
  2. The Contractor shall maintain the following items on site:
    - a. Two-pound dry chemical extinguisher, or
    - b. Four-pound carbon dioxide extinguisher.
  3. Carbon tetrachloride chlorobromethene or other vaporizing liquid extinguishers are not permitted inside buildings due to their high toxicity unless approved in writing by the Fire Marshal.
- J. Gambling.
1. No person shall conduct gambling in any form or operate gambling devices anywhere on Airport property.
- K. Hazards.
1. No person shall use flammable volatile liquids having a flash point of less than 100°F in cleaning of parts, appliances, or for any other purpose unless such operations are conducted in the open air not within 50 feet of an aircraft, away from structures and equipment or in properly ventilated, approved paint booths.
  2. No person shall keep or store any flammable liquids, gases, oil, oil wastes, flares, paints, or other similar material in any building within the Airport boundary except that such materials may be kept in specially provided rooms or receptacles approved by the Fire Marshal.
  3. Contractors shall provide suitable metal receptacles with covers for the storage of wastes, rags, or other rubbish.
  4. No person shall start any open fires of any type, including flare posts, torches or fires in containers formerly used for oil, paint, or similar materials on any part of an Airport without permission of the Director.
- L. Picketing and Public Demonstrations.
1. Subject to applicable federal, state and local regulations and laws, no persons shall walk in a picket line as a picketer or take part in any labor or other public demonstration on any Airport property or facilities therein except in those places which may be specifically assigned for use of such picket lines or other public demonstration by the Director.
- M. Restricted Areas.
1. No persons shall enter any area posted as being restricted or closed to the public except for the following:
    - a. Persons assigned to duty therein;
    - b. Persons authorized by the Director; or
    - c. Persons under contractual agreement with the Airport Authority or tenants of the Airport Authority.
  2. All persons in restricted areas of Memphis International Airport must be duly authorized and must have displayed on their person an official identification badge which will

clearly establish the individual by name, contractor affiliation, and construction project completion date.

3. The identification badge must be worn on the outermost garment above the waist except in those cases where there exists an overriding safety consideration approved by the FAA.

N. Signs on the Airport.

1. Signs may not be installed in public view on the Airport without prior approval of the Airport Authority. Proposals should be documented and submitted to the Airport Authority with an accompanying sketch depicting the general appearance and location of the desired sign, and the name and telephone number of an individual to contact.

O. Smoking.

1. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in or on any fuel storage areas, Air Operations Area, public aircraft parking and storage area, in any other place where smoking is specifically prohibited by signs or upon any open space within 50 feet of any fuel carrier which is not in motion. Smoking by tank vehicle drivers, helpers, repairmen, or other personnel is prohibited while they are driving, making deliveries, filling or making repairs to tank vehicles. No person shall smoke or permit any open flame within 100 feet of any aircraft undergoing fuel service or within at least 50 feet of any hangar or building.

P. Storage of Equipment.

1. Contractors shall store or stock material or equipment in a neat and orderly manner and in a manner not to constitute a hazard to personnel or property.

Q. Trash Containers.

1. Areas to be used for trash and garbage containers shall be designated by the Director and no other areas shall be used. Only trash containers approved by the Director shall be used by contractors for the collection of trash and garbage. The placement of trash or garbage outside approved containers is strictly prohibited.

R. Utilities.

1. The following instructions must be adhered to without exception:
  - a. No contractor or employee for any craft shall turn off any utilities without contacting the Airport Authority. This includes water, electrical and HVAC;
  - b. No one shall open any electrical substations, distribution or motor control centers without first notifying the Airport Authority. No branch circuits shall be turned off or on, without obtaining permission from the Airport Authority; and
  - c. No one shall turn off the water or the HVAC or open any drain lines without notifying the Airport Authority.
2. All notifications for utility disruption must be made through the Airport Authority and must be made a minimum of 24 hours prior to scheduled shutoff.
3. The Airport Authority has a responsibility to keep the Airport in operation; it is your responsibility to conform to the above instructions. You may contact the Airport Authority.

«Publication\_Date»

MSCAA «Project\_Number»

FOR ANY QUESTIONS CONCERNING SECURITY REGULATIONS CONTACT THE SECURITY COORDINATOR AT 901/922-8021.

**END OF SECTION 00802**

## **EXHIBIT B**

### **GUARD HOUSE SPECIFICATIONS**

1. No less than 5' x 8'
2. Heated, air conditioned and lighted
3. Counter or table (minimum size 16" x 36")
4. House must have two doors to allow guards to check entering and exiting vehicles.
5. Windows on all sides, large enough for guard to observe restricted areas from a seated position.
6. Chair with turning radius of 360 degrees, at a height which allows guards to observe restricted areas through windows.
7. Trash can (dumping daily responsibility of Contractor)

### **PORTABLE TOILETS**

1. Daily cleanliness responsibility of Contractor
2. Restricted to guards only. NO CONSTRUCTION PERSONNEL PERMITTED.

### **PLACEMENT OF GUARD HOUSES AND PORTABLE TOILETS**

1. Area to be designated by Airport Authority
2. Clear Accessibility (paved or gravel)

The Contractor is responsible for supplying and maintaining power source for the guard houses. The contractor is also responsible for maintaining the heating and cooling of same.

**END OF EXHIBIT B**

EXHIBIT C

CONTRACT SECURITY SERVICE PROJECTION FORM (.PDF VERSION IS AVAILABLE)

# CONTRACT SECURITY SERVICE PROJECTION FORM



**CONSTRUCTION**

A CONTRACT SECURITY SERVICE PROJECTION FORM SHOULD BE SUBMITTED TO THE AIRPORT SECURITY COORDINATOR EACH THURSDAY NO LATER THAN 12:00 PM FOR THE FOLLOWING WEEK. CONTRACT SECURITY SERVICES MAY NOT BE AVAILABLE IF AN ACCURATE PROJECTION FORM IS NOT RECEIVED ON TIME. IF YOU HAVE ANY QUESTIONS CONTACT THE MSCAA SECURITY COORDINATOR AT 901-922-8021 OR EMAIL @ [CRROBINSON@FLYMEMPHIS.COM](mailto:CRROBINSON@FLYMEMPHIS.COM).

**IMPORTANT NOTE:** THIS FORM MUST BE FILLED OUT COMPLETELY & SIGNED PRIOR TO SUBMITTAL.

PROJECTED SCHEDULE FOR THE WEEK OF:		SCHEDULE				
COMPANY NAME:		DAY	DATE	OPEN TIME	CLOSE TIME	SIGN IN TIME <small>(FOR ORIGINAL USE ONLY)</small>
PROJECT NAME:		SUNDAY				
PROJECT NUMBER:		MONDAY				
LOCATION:		TUESDAY				
POINT OF CONTACT:		WEDNESDAY				
PHONE#:		THURSDAY				
		FRIDAY				
		SATURDAY				

**IMPORTANT NOTE:** A 24 HOUR NOTICE IS REQUIRED FOR ANY CHANGES TO A SUBMITTED SCHEDULE.

**COMPANY AUTHORIZED SIGNATORY AUTHORIZATION/VERIFICATION**

(LAST NAME) (FIRST) (MI) (SIGNATURE) (COMPANY) (DATE) (CONTACT TEL.#)

**ALL REQUESTS FOR SERVICE MUST BE MADE BY AN AIRPORT AUTHORIZED SIGNATORY**

## Part 1 – General Contract Provisions

### Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-01</b>	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
<b>10-02</b>	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
<b>10-03</b>	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
<b>10-04</b>	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
<b>10-05</b>	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
<b>10-06</b>	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
<b>10-07</b>	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
<b>10-08</b>	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-09</b>	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
<b>10-10</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
<b>10-11</b>	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
<b>10-12</b>	<b>Calendar Day</b>	Every day shown on the calendar.
<b>10-13</b>	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
<b>10-14</b>	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
<b>10-15</b>	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
<b>10-16</b>	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
<b>10-17</b>	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
<b>10-18</b>	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of



Paragraph Number	Term	Definition
		calendar or working days, the contract shall be completed by that date.
10-19	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to

Paragraph Number	Term	Definition
		complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-34</b>	<b>Materials</b>	Any substance specified for use in the construction of the contract work.
<b>10-35</b>	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
<b>10-36</b>	<b>Notice to Proceed (NTP)</b>	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
<b>10-37</b>	<b>Owner</b>	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Memphis Shelby County Airport Authority.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
<b>10-39</b>	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
<b>10-40</b>	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
<b>10-41</b>	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
<b>10-42</b>	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
<b>10-43</b>	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-44</b>	<b>Proposal</b>	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
<b>10-45</b>	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
<b>10-46</b>	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
<b>10-47</b>	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
<b>10-48</b>	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
<b>10-49</b>	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
<b>10-50</b>	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
<b>10-51</b>	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
<b>10-52</b>	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
<b>10-53</b>	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-54</b>	<b>Specifications</b>	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
<b>10-55</b>	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
<b>10-56</b>	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
<b>10-57</b>	<b>Subgrade</b>	The soil that forms the pavement foundation.
<b>10-58</b>	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
<b>10-59</b>	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
<b>10-60</b>	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
<b>10-61</b>	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
<b>10-62</b>	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for

Paragraph Number	Term	Definition
		movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	<b>Work</b>	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	<b>Owner Defined terms</b>	None

**END OF SECTION 10**

## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** See specification section 00100, Legal Notice to Bidders.

**20-02 Qualification of bidders.** Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-03 Contents of proposal forms.** The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

See sections C-105, 00405, and 01100 for information on Mobilization.

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=Z1dmbnhqbzdiRStlWm5rbzdVekJwdz09>; Phone: 1 (312) 626-6799 / Passcode: 565794; Meeting ID: 862 1355 7207). Attendance at the Pre-Bid Meeting is strongly recommended. The project sites will be available for inspection upon request.

**20-04 Issuance of proposal forms.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

**a.** Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

**b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

**20-07 Preparation of proposal.** The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals.** Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.



- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing, by fax, or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than [ 7 ] days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

## END OF SECTION 20

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## Section 30 Award and Execution of Contract

**30-01 Consideration of proposals.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within seventy-five [75] calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within fifteen [15] calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**

## Section 40 Scope of Work

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items.** The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work

covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Contract Documents.

**a.** It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

**b.** With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the Contract Documents and the safety plan compliance document (SPCD).

**c.** When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or

grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

**END OF SECTION 40**

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## Section 50 Control of Work

**50-01 Authority of the Resident Project Representative (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If

any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions. None.**

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with one (one) hard copy or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 Cooperation between Contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes.** Not used.

**50-08 Authority and duties of Quality Assurance (QA) inspectors.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

## END OF SECTION 50

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) field office.** An Engineer/RPR field office is not required.

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

#### **END OF SECTION 60**

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## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **None.**

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation.** Not used.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** Not applicable.

**70-09 Use of explosives.** The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** Not applicable.

**70-14 Contractor's responsibility for work.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

None.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change

order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** See Article 19 of Section 00500 Construction Contract.

**END OF SECTION 70**

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## Section 80 Execution and Progress

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least twenty-five [25] percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**The Contractor shall provide copies of all subcontracts to the RPR fourteen (14) days prior to being utilized on the project. As a minimum, the information shall include the following:**

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within ten (10) days of the NTP date. The Contractor shall notify the RPR at least twenty-four (24) hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least ten (10) days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations.** The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the Contract Documents.

**80-04.1 Operational safety on airport during construction.** The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment.



The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Substantial Completion	\$1,000 per calendar day	736 calendar days
Final Completion	\$500 per calendar day	45 calendar days

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their 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:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. 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
- c. 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
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner 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.

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 RPR 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 RPR will be required for the completion of said contract in an acceptable manner.

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.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

#### END OF SECTION 80

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## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this

Term	Description
	purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.  Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.

Term	Description
	<p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of

anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

**a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.**

**b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.**

**c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.**

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.



No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

**a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

**b.** This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

**c.** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

**d.** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

**e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

**f.** If the Contractor fails to remedy any failure, defect, or damage within fourteen (14) days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**g.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

**h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

**a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

**b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

**c.** Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

**d.** Complete all punch list items identified during the Final Inspection.

**e.** Provide complete release of all claims for labor and material arising out of the Contract.

**f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

**g.** When applicable per state requirements, return copies of sales tax completion forms.

**h.** Manufacturer's certifications for all items incorporated in the work.

**i.** All required record drawings, as-built drawings or as-constructed drawings.

**j.** Project Operation and Maintenance (O&M) Manual(s).

**k.** Security for Construction Warranty.

**l.** Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

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## **Section 150 General Provisions Addendum**

### **150-10 GENERAL PROVISIONS ADDENDUM - Section 10 Definition of Terms**

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction of the project where these specifications govern, the intent and meaning shall be interpreted as follows; and whenever one of the following capitalized words, terms or phrases is used herein, it shall be interpreted or construed first as defined in Specification Section GP-10, second as defined below, third according to its generally accepted meaning in the construction industry, and fourth according to its common and customary usage.

#### **150-10-101 ACCESS ROAD**

As defined in GP-10 and shall further be defined to include “or an internal roadway for construction or maintenance.”

#### **150-10-102 ADDENDA**

Written or graphic instructions issued prior to the opening of Proposals, which clarify, correct or change the bidding documents or the Contract Documents.

#### **150-10-103 AIRPORT OPERATIONS or OPERATIONS**

Depending on use, airport operations may refer to a department of the Airport Authority or the movement of aircraft on, or approaching the airfield.

#### **150-10-104 BID ITEMS**

The proposal provides for quotation of a price, for one or more bid items, which may be lump sum bid prices, alternate bid prices, unit bid prices, or a combination thereof. No payment will be made for items not set up in the proposal, unless otherwise provided by contract amendment. Bidders are cautioned that they should include in the prices quoted for various bid items all necessary allowances for the performance of all work required for the satisfactory completion of the project.

#### **150-10-105 BUILDER**

A term to be used interchangeably with “Contractor.”

#### **150-10-106 CONTRACT AMENDMENT**

A term to be used interchangeably with “Change order.”

#### **150-10-107 CONTRACT FOR PROFESSIONAL SERVICES**

A written agreement between the Owner and a Professional for provision of services and related items required to design, engineer or program manage all or part of a Project.

#### **150-10-108 DEFECTIVE**

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any Inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the Program Manager's recommendation of final payment.

### **150-10-109 DRAWINGS**

A term to be used interchangeably with "Plans."

### **150-10-110 ENGINEER or PROFESSIONAL**

As defined in GP-10 and shall further be defined to include "Engineer will not supervise, direct, control, or have authority over or be responsible for Contractors means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to performance of the Work. Ensafe is the Engineer for this Project."

### **150-10-111 FINAL COMPLETION**

The stage of construction when the Work has been 100% completed 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.

### **150-10-112 GP**

Abbreviation for General Provision.

### **150-10-113 HAZARDOUS SUBSTANCES**

The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. § 6901 *et seq*, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 *et seq*, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

### **150-10-114 INTENTION OF TERMS**

As defined in GP-10 and shall further be defined to include "The use of any such term shall not be effective to assign to Program Manager any duty or authority to supervise or direct the furnishing or performance of the work. Wherever in the specifications or on the drawings the words "install," "furnish," "provide," or words of like import are used, they mean the Contractor shall install, furnish, or provide, as the case may be complete and ready for Owner's use."

### **150-10-115 LUMP SUM PRICE**

The dollar amount for which a Contractor agrees to perform the Work or a specific component of the Work as set forth in a Contract for construction.

### **150-10-116 MAJOR SUBCONTRACTOR**

A major subcontractor shall be any subcontractor who is responsible for 15 percent or more of the full amount of the contract.

### **150-10-117 OWNER or SPONSOR**

As defined in GP-10 and shall further be defined to include "The Owner shall mean the Memphis-Shelby County Airport Authority."

### **150-10-118 PARTIAL COMPLETION**

The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents when the Owner can satisfactorily occupy or beneficially use a finite portion of completed Work for its intended purpose. Partial completion and acceptance of a finite portion of the work will in no way imply the overall project is substantially complete or start of the project warranty.

#### **150-10-119 PROGRAM MANAGER**

The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision during construction and acting directly or through an authorized representative. The term Program Manager means the person, person or organization named by the Owner to act as their representative. Program Manager will not supervise, direct, control, or have authority over or be responsible for Contractors means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to performance of the Work. All authority granted to the Engineer by these construction documents shall also be available to the Program Manager, at the discretion of the Owner. Ensafe is the Program Manager for this Project.

#### **150-10-120 PUNCHLIST ITEM**

Any item of work, in whole or in part, which the Program Manager has identified as being unsatisfactory after an inspection of the project. A punch-list item may be further classified as being either "major" or "minor". A "major" punch-list item is defined as any punch-list item the correction of which is, in the Program Manager's determination, necessary for the Owner to use the completed project for its intended purpose. A "minor" punch-list item is defined as any punch-list item not classified as "major" by the Program Manager.

#### **150-10-121 SHOP DRAWINGS**

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier, manufacturer, subcontractor or fabricator and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

#### **150-10-122 SITE**

The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

#### **150-10-123 SUBSTANTIAL COMPLETION**

The stage in the progress of the Work when the Work is substantially complete in accordance with the Contract Documents and the Owner can occupy or beneficially use satisfactorily completed Work for its intended purpose.

## **150-20 GENERAL PROVISIONS ADDENDUM - PROPOSAL REQUIREMENTS AND CONDITIONS**

### **150-20-01 ADVERTISEMENT (NOTICE TO BIDDERS)**

General Provisions 20-01 shall include: “See Section LEGAL NOTICE TO BIDDERS for the ADVERTISEMENT notifying prospective Bidders of this project.”

### **150-20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES**

General Provisions 20-05 shall include: “The proposal provides for quotation of a price, for one or more bid items, which may be lump sum bid prices, alternate bid prices, unit bid prices, or a combination thereof. No payment will be made for items not set up in the proposal, unless otherwise provided by contract amendment. Bidders are cautioned that they should include in the prices quoted for various bid items all necessary allowances for the performance of all work required for the satisfactory completion of the project.”

### **150-20-07 PREPARATION OF PROPOSAL.**

General Provisions 20-07 shall include “The bidder shall state the unit price and extension, written in ink or typed, for which he proposes to do each pay item furnished in the proposal. In case of conflict between the unit price and extension, the unit price, unless obviously incorrect, shall govern.”

### **150-20-09 IRREGULAR PROPOSALS**

General Provisions 20-09 item f) shall include:

- f. If the proposal does not meet the DBE participation requirement specified in Section DBE REQ.

### **150-20-10 BID GUARANTEE.**

General Provisions 20-10 shall include

“Each proposal shall be accompanied by either a cashier's check or a certified check drawn on a solvent bank, or a Bidder's bond executed by the Bidder and a surety company acceptable to the Memphis-Shelby County Airport Authority, in the amount of not less than five (5) percent of the total bid price, made payable without conditions to the Memphis-Shelby County Airport Authority, as a guarantee that if the proposal is accepted, the Bidder will enter into a contract and execute a Performance and Payment Bond with legally responsible surety within ten (10) days after contract award is made by the Memphis-Shelby County Airport Authority. Bidder's Bond (if used) shall be executed on the form prescribed within these documents.

“In the event that the Bidder's proposal is accepted and the contract is awarded by the Memphis-Shelby County Airport Authority, and the Bidder fails or refuses to execute the contract and furnish the required Performance and Payment Bond within ten (10) days after such award is made by the Memphis-Shelby County Airport Authority, unless given a written extension of time by the Memphis-Shelby County Airport Authority, then the Bidder will be considered as having abandoned his proposal, and his proposal guarantee will be retained by the Memphis-Shelby County Airport Authority as liquidated damages and not as a penalty, IT NOW BEING AGREED that the amount of the proposal guarantee is a fair estimate of the amount of damages that the Memphis-Shelby County Airport Authority will sustain in case the Bidder fails to enter into the contract and furnish the required Performance and Payment Bond within ten (10) days after receiving notice of such award.”

### **150-20-14 DISQUALIFICATION OF BIDDERS.**

General Provisions 20-14 item d) shall include:

- d. Failure to show evidence of possessing a valid state of Tennessee Contractor's License, as required by law.



## **150-20-15 EXPLANATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS**

All explanations desired by Bidders regarding the meaning or interpretation of the drawings and specifications must be requested with sufficient time allowed for a written reply to reach them before the submission of their bids. Oral explanation or instructions will not be given. All necessary explanations or interpretations will be made in the form of written addenda to the specifications or drawings, and will be furnished to all Bidders, and the receipt thereof shall be acknowledged by each Bidder on his proposal.

## **150-20-16 DBE REQUIREMENTS**

All Bidders shall submit with his/her proposal the DBE's Assurance Statement/Letter of Intent for each DBE subcontractor (subcontractors' signatures not required) Subcontractors' bids to the Prime Contractor with items included in the bid either circled and/or highlighted, DBE's Current Certification for each DBE Subcontractor, Respondent DBE Goals Accomplishment Statement, and Information on All Firms that Provide Bids or Quotes, which have been provided in the bid envelope. There must be one DBE's Assurance Statement/Letter of Intent for each proposed DBE subcontractor properly completed and signed by the Bidder.

Within 24 hours of the proposal submittal deadline, all Bidders shall submit the DBE's Assurance Statement/Letter of Intent for each DBE subcontractor (subcontractors' signatures required). There must be one DBE's Assurance Statement/Letter of Intent for each proposed DBE subcontractor properly completed and signed by the DBE subcontractor, and if applicable the 2nd/3rd Tier Subcontractor's, and the Bidder.

See specification section DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS for additional proposal requirements and conditions.

**150-40 GENERAL PROVISIONS ADDENDUM - SCOPE OF WORK**

**150-40-04 EXTRA WORK.**

General Provisions 40-04 shall include “When determined by the Program Manager to be in the Owner's best interest, the Owner may order the Contractor to proceed with extra work by time and materials as provided in Section GP-150-90.”

**150-50 GENERAL PROVISIONS ADDENDUM - CONTROL OF WORK**

**150-50-04 COOPERATION OF CONTRACTOR.**

General Provisions 50-04 shall include “The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors.”

## **150-70 GENERAL PROVISIONS ADDENDUM - LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

### **150-70-01 LAWS TO BE OBSERVED.**

General Provisions 70-01 shall include “Applicable laws, ordinances, regulations, orders, and decrees shall be considered as MINIMUM requirements, and everything shown or specified in excess of these minimum requirements shall be installed in excess thereof, as shown or specified. No instructions given in the contract documents shall be construed as an authorization to violate any law, ordinance, regulation, order, or decree.

“If the Contractor observes that the drawings or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall immediately notify the Program Manager in writing, and obtain the Program Manager's decision before proceeding with the portion of the work involved.

“The Contract shall be governed by the law of the State of Tennessee. Any action brought which involves the Contract, the Work or the Project shall be brought and determined in accordance with the Laws of the State of Tennessee.”

### **150-70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK**

General Provisions 70-14 shall include “The Program Manager shall not be responsible for the methods and means employed by the Contractor in the performance of the Contractor's work. The Program Manager shall have no responsibility for the safety of workmen and others who may be injured during the course of the Contractor's work.”

### **150-70-21 CONTINUANCE OF WORK NOTWITHSTANDING DISPUTES, ETC.**

Unless otherwise agreed in writing, the Contractor shall, notwithstanding any dispute, proceeding, or litigation, proceed forthwith in accordance with the Program Manager's written decision and/or direction and shall continue the Work and maintain its progress. The Owner shall continue to make payments to the Contractor to the extent that the sums due and owing the Contractor are not in dispute, in accordance with the Contract Documents.

### **150-70-22 SCOPE OF PROGRAM MANAGER'S RESPONSIBILITIES TO CONTRACTOR AND OWNER**

The Program Manager is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Program Manager in the Contract in connection with completion of the Work in accordance with the Contract. Neither the Program Manager's authority to act under the Contract, nor any decision made by him in good faith either to exercise or not to exercise authority under the Contract, shall give rise to any duty or responsibility of the Program Manager to the Contractor, any Subcontractor, any of their agents or employees. However, nothing contained herein shall exculpate in any manner nor relieve the Program Manager of his duties and responsibilities to the Owner in accordance with the Contract and in accordance with any other agreements between the Program Manager and Owner establishing the Program Manager's duties and responsibilities to properly administer the Contract and to correctly apply the requirements of the Contract to the Work.

## **150-80 GENERAL PROVISIONS ADDENDUM - PROSECUTION AND PROGRESS**

### **150-80-01 SUBLETTING OF CONTRACT**

General Provisions 80-01 shall include “The Contractor shall obtain prior approval from the Owner before subcontracting any portion of this contract. Only those subcontractors who are known for doing quality, first class airport work of the type required of the subcontract will be approved by the Owner. For each proposed subcontract, the Contractor shall supply the Program Manager with the subcontractor's name, the amount of the subcontract, their previous, related experience, their available appropriate equipment both owned and leased, and their available personnel. The Contractor shall also submit to the Program Manager those items of the contract to be performed directly by his own organization. The amounts of these items and the amounts of all items awarded to all subcontractors shall correspond to the contract price for the entire project. The Owner reserves the right to withhold approval of any subcontractor who, in the Owner's opinion, is not qualified to perform the work. If the Owner withholds approval of a subcontractor the Contractor shall be required to find an alternate subcontractor that meets the approval of the Owner or he shall perform the work himself. In either event, contract pay items shall not be adjusted. The contract will not be signed until all major subcontractors have been approved by the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Program Manager.”

### **150-80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME**

General Provisions 80-07 shall include “Time extension for delays caused by the effects of inclement weather are justified only when rains or other excessive inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing critical activities of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined critical path items due to adverse weather conditions or;
2. The Contractor being required to make major repairs to the work damaged by excessive weather, provided that the damage was not attributable to the Contractor's negligence or failure to perform, and provided that the Contractor was unable to work an available day as defined under GP-10.

“The Contractor will be granted a time extension based on weather days in excess of the anticipated days during the original contract completion. After the new contract completion date has been established by the Program Manager, additional anticipated days as identified by SC-120 Section 3.05 paragraph E for the months covered within the contract extension period will be granted. Once the Contractor reaches the revised completion date and has not completed the project due to additional weather delays, the Contractor will be granted, only the verified lost weather days leading to the revised contract completion. No other weather days will be granted beyond the established final completion date.

“If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified or as extended he may, within ten (10) days after commencement of the cause of delay make a written request to the Program Manager for an extension of time setting forth the reasons which he believes will justify the granting of his/her request; otherwise, such claim will be waived. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Program Manager finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend the Owner extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion. Should the contract time require extension it shall be by change order or supplemental agreement”

### **150-80-09 DEFAULT AND TERMINATION OF CONTRACT**

General Provisions 80-09 shall include “The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- a. Cease operations as directed by the Owner in the notice;

- b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- c. Except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontractors and purchase orders and enter into no further Subcontracts and purchase orders.

“In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.”

## 150-90 GENERAL PROVISIONS ADDENDUM - MEASUREMENT AND PAYMENT

### 150-90-05 PAYMENT FOR EXTRA WORK OR TIME AND MATERIALS WORK

General Provisions 90-05 shall include:

“EXTRA Work and TIME and MATERIALS Work will be paid in accordance with the paragraphs below and will include documented costs for labor, labor burden, insurance and taxes, materials, equipment, plus a set allowance for combined overhead and profit to be included in the total cost to the Owner. The Contractor is responsible for preparing detailed daily reports documenting all labor, material, and equipment charges incurred and signed by both Contractor and Program Manager for all TIME and MATERIALS work.

When the change order or supplemental agreement authorizing extra work or time and materials work is prepared, compensation will be based on actual expended labor, equipment, and materials costs as follows:

**a. Labor.** For all labor (skilled and unskilled) and foremen in direct charge of a specific time and materials item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified time and materials work. Such wage (or scale) shall be the same U.S. Secretary of Labor wage determination as is included in the originally awarded contract.

The Contractor shall receive the actual costs paid to, or on behalf of workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

The Contractor shall submit an audited labor burden percentage for review and approval which, after approval, will also be paid to the Contractor based upon actual labor costs expended. The Contractor's audited labor burden rate will include any and all insurance costs not paid by OCIP, unemployment insurance contributions, and social security taxes paid on the employees behalf. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.

**c. Materials.** For materials accepted by the Program Manager and used exclusively for the Extra or Time and Materials Work, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth) and applicable sales or use tax.

**d. Equipment.** For any machinery or special equipment (other than small tools) including fuel, lubricants, and transportation costs, the use of which has been authorized by the Program Manager, the Contractor shall receive the current published "Blue Book" rental rates for the actual time that such equipment is committed to the work.

**e. Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

The Contractor and the Program Manager shall compare records of the cost of TIME AND MATERIALS WORK at the end of each day. Agreement shall be indicated by signature of the Contractor and the Program Manager or their duly authorized representatives. Failure to obtain the Program Manager's signature shall constitute a waiver on the part of the Contractor of any right to collect reimbursement for such costs.

No payment will be made for work performed on an EXTRA WORK or TIME AND MATERIALS basis until the Contractor has furnished the Program Manager with itemized statements and all required backup documentation of the cost of such extra or time and materials work.

The fixed percentage allowance for combined overhead and profit to be added to the total of the labor, materials, and equipment costs above will be based on the following schedule:

- a. For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost.
- b. For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
- c. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- d. For each Subcontractor, the Work performed by the Subcontractor's Subcontractor, five percent (5%) of the amount due the Subcontractor's Subcontractor.

The total payment will be based on the total documented labor, material, and equipment cost plus the fixed percentages for combined overhead and profit specified above. This total payment shall constitute full compensation for all items of expense not specifically provided for the extra work or time and materials work.

**150-90-07 PAYMENT FOR MATERIALS ON HAND**

General Provisions 90-07 shall include "Request for partial payments must be accompanied by a completed, accurate stored material work sheet. The stored material work sheet will be supplied by the Program Manager upon request by the Contractor."

**END OF SECTION GP-150**



## **ITEM C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL**

### **DESCRIPTION**

**102-1.** This item shall consist of temporary control measures as shown on the plans or as ordered by the Program Manager during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

**102-2 Tennessee Department of Environment and Conservation.** The Contractor must perform and certify that an inspection, as described in section 3.5.8.2 of the General Permit for Stormwater Discharges from Construction Activities (“Permit”) has been performed at least twice every calendar week and documented on form CN-1173 (Rev. 6-16), provided in the Contractor Storm Water Pollution Prevention Plan (SWPPP). The Contractor must certify the inspection of erosion and sediment controls and of outfall points was performed; and whether or not all planned and designed erosion and sediment controls are installed and in working order. The certification must be executed by a person who meets the signatory requirements described in Section(s) 3.5.8.2(g) and 7.7.2 of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities also referred to as the construction general permit (CGP). Inspections must be performed at least 72 hours apart. Inspection documentation will be maintained on-site and made available upon request. Inspection reports must be submitted to the Tennessee Department of Environment and Conservation (TDEC) – Division of Water Resources within 10 days of a request.

The record of inspections must be submitted to the following address:

Tennessee Department of Environmental and Conservation  
Division of Water Resources – Memphis Environmental Field Office  
8383 Wolf Lake Drive  
Bartlett, TN 38133

### **MATERIALS**

**102-2.1 Grass.** Grass that will not compete with the sod or grasses sown later for permanent cover per Item T-904 shall be a quick-growing species (such as cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant. Seed mix shall be as follows:

Seed	Quantity (% by Weight)
Kentucky 31 Fescue	33.3
Bermuda Grass	33.3
Italian Rye	33.3

Application Rate: 1.5lbs per 1,000SF

**102-2.2 Mulches.** Mulches shall be a cellulose-fiber or wood-pulp, commercially available spray applied suitable material reasonably clean and free of noxious weeds and deleterious materials. Mulches shall not create a wildlife attractant.

**102-2.3 Fertilizer.** Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations, to the standards of the Association of Official Agricultural Chemists, and the requirements of Item T-904 Sodding.

**102-2.4 Slope drains.** Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

**102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

**102-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by the Program Manager before being incorporated into the project.

## CONSTRUCTION REQUIREMENTS

**102-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The Program Manager shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

**102-3.2 Schedule.** Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Program Manager.

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**102-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent sodding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The Program Manager shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, sodding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the Program Manager.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the Program Manager. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the Program Manager, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The Program Manager may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

The Contractor shall provide equipment wash out areas and these areas will be so constructed and protected so as to not allow any discharge of silt, fuels, lubricants and other harmful materials into any waterways, impoundments or into natural or manmade channels.

The Contractor shall periodically inspect the pollution control features at the intervals stated in the approved SWPPP, and immediately after each rainfall and at least daily during prolonged rainfall and immediately correct any deficiencies. The Contractor shall review the location of pollution control features for effectiveness. If deficiencies exist, the Contractor shall correct as directed by the Program Manager.

The Contractor shall remove sediment deposits when the deposit reaches approximately 1/2 of the volume capacity of the sediment control feature, or as otherwise directed by the Program Manager. The Contractor shall also remove all sediment deposits when the sediment control feature is removed on completion of the project or applicable construction phase. The Contractor shall grade and dress the area and restore it to its pre-construction condition or the proposed finish grade, as called for on the plans. Sediment removal operations shall be considered normal maintenance operations for BMP's, incidental to the item requiring its use, and shall not be measured separately for pay.

In compliance with the General Provisions Section 50, Control of Work, Subsection 20-12, Maintenance During Construction, the Contractor shall continuously maintain permanent and temporary pollution control features. Maintenance shall include periodic watering and mowing of grassed areas. There shall be no additional or separate compensation paid to the Contractor for such work.

If construction is suspended, the Contractor shall inspect, maintain and operate temporary and permanent pollution control features during such suspension. If suspension is part of the project phasing and sequencing plan, or if the suspension is requested by the Contractor, the Contractor shall not be paid additional or separate compensation for, nor relieved of the responsibility to inspect, maintain and operate the pollution control facilities.

The Contractor is responsible for the removal of all temporary erosion and pollution control facilities as well as the restoration of those sites. This work shall include the repair of any trenching for silt fence, removal of all silt build-up, the removal of fencing, barriers and silt bales and the associated stakes and appurtenances, and the placing of seeding or sodding to restore those sites. All inlets, catch basins and manholes constructed for this project shall be cleaned and the new drainage pipes flushed. All materials taken from the facilities or flushed from the new piping system shall be collected by the Contractor and disposed of off-site.

**102-3.4 Installation, maintenance and removal of silt fence.** Silt fences shall extend a minimum of 26 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 6 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the Program Manager.

**102-3.5 Fugitive Dust Control.** The Contractor shall be responsible for providing temporary measures as needed to adequately control fugitive dust during construction. Dust, as discussed herein, may be from blowing soil, Portland cement, lime, dry grass, or other such materials.

Several methods of controlling dust and other air pollutants include:

- a. Exposing the minimum area of erodible earth.
- b. Applying temporary mulch with or without seeding.
- c. Using water sprinkler trucks.
- d. Using covered haul trucks
- e. Using dust palliatives or penetration asphalt on haul roads.
- f. Using Plastic sheet coverings.

Dust control at an operational airfield is of the utmost importance because excessive dust can restrict sight distance and damage aircraft engines. The Program Manager reserves the right to shut down or restrict construction operations when excessive dust, as determined by the Program Manager, could impact air navigation or airfield operations. Such a restriction or shut-down may not be the basis for additional costs or contract time.

The cost of temporary measures to control dust shall be incidental to the contract and no separate payment will be made for these measures.

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**102-3.6 Suspended Solid Control.** The Contractor shall address and remove, to the Program Managers satisfaction, suspended solids in collected stormwater runoff which will be detained for sediment removal in the proposed temporary sediment basins for the project prior to release to stormwater systems. The Contractor shall be responsible for obtaining the services of a professional or a laboratory to analyze the soil and/or construction storm water and to recommend an effective blend of polymer flocculant and the application rate to be used for this site to promote effective sediment removal.

**102-3.6 Temporary Seeding.** Temporary seeding should be applied using hydroseeding application consisting of a slurry of seed, fertilizer, mulch, and a tackifier.

The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Program Manager. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed.

The Contractor shall mow to keep grass at maximum 10" tall and otherwise maintain seeded areas in a satisfactory condition until temporary stabilization is no longer needed. If seeded areas do not germinate within 14 days of seeding the Contractor will be required to correct as directed by the Program Manager.

During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will ensure germination of the seed. Subsequent applications should be made as needed. Newly seeded areas require more water than more mature plants.

A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 10% of the area seeded. If adequate coverage is not maintained, reapplication or supplementing with other forms of temporary stabilization will be required at the direction of the Program Manager.

## METHOD OF MEASUREMENT

**102-4.1** Temporary erosion and pollution control work required will be performed as scheduled or directed by the Program Manager. Completed and accepted work will be measured as follows:

- a.** Installation and removal of Silt Fence (with and without backing) and Filter Socks will be measured by the linear foot. Such measurement shall include removal upon completion of the project or phase requiring its use and upon establishment of an adequate stand of grass.
- b.** Catch basin and inlet protection (Types A, B, & C) will be measured per each. This item includes the surrounding granular berm, wire mesh (where applicable), and geotextile fabric. Such measurement shall also include its removal upon completion of the project or phase requiring its use and upon establishment of an adequate stand of grass.
- c.** Culvert protection will be measured per each. This item includes the surrounding granular berm and geotextile fabric. Such measurement shall also include its removal upon completion of the project or phase requiring its use and upon establishment of an adequate stand of grass.
- d.** Enhance Rock Check Dam will be measured per each. This item includes the granular berm and geotextile fabric. Such measurement shall also include its removal upon completion of the project or phase requiring its use.
- e.** Filter Sock Check Dam will be measured per each. This item shall have a minimum installed height of 19-inches. This item includes the filter socks and stakes. Such measurement shall also include its removal upon completion of the project or phase requiring its use.

f. Machined Rip Rap for stabilization will be measured per ton, utilized and installed on Geotextile (Type III) Erosion Control fabric (TDOT Specification) as shown on the plans.

g. Temporary slope drains will be measured by the linear foot of pipe and shall include the rip-rap outlet pad.

h. Temporary Diversion Berm shall be measured by the linear foot of berm compacted in place and shall include the removal of the berm upon completion of the project or phase requiring its use.

i. Construction of the temporary sediment basins will be measured by the cubic yard of excavation performed for each basin and shall include the necessary quantity of compacted in-placed embankment to construct the sediment basin, as directed by the Program Manager.

j. Application of Flocculent for removal of suspended solids from collected runoff shall be per application, with approval from the Program Manager. The application rate shall be as specified by the manufacturer of the product.

k. Sediment Basin Dewatering/Principal Spillway Assembly. This item shall consist of furnishing and complete installation of the 36” CMP Riser Pipe, 30” CMP Outlet Pipe and Rip-rap Apron, Anti-seep Collars, Trash Rack, Anti-vortex device, Gate Valve, Skimmers and skimmer resting piers and Access Platform.

l. Sediment Removal. Sediment shall be removed from behind the erosion control structures when it has accumulated to one-half the original height of the structure or as directed by the Program Manager, and shall be measure per cubic yard of sediment removed. Sediment accumulated in Sediment Basins shall be removed when it reaches the elevation as shown in the plans.

m. Concrete Washout shall be measured per each and shall include the cleaning and/or removal and proper disposal of the waste material upon the completion of the project or phase requiring its use.

n. Fertilizer shall be measured by the ton and shall include its proper application.

o. Temporary Seeding shall be measured by the number of units (1,000 sf) measured on the ground surface, completed, and accepted.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

**BASIS OF PAYMENT**

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the Program Manager and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1	Silt Fence – per Linear Foot
Item C-102-5.2	Silt Fence with Backing – per Linear Foot
Item C-102-5.3	Filter Sock (12-Inch) – per Linear Foot
Item C-102-5.4	Sediment Removal – per CY
Item C-102-5.5	Enhanced Rock Check Dam – per Each
Item C-102-5.6	Filter Sock Check Dam – per Each
Item C-102-5.7	Sediment Filter Bag (15-feet by 10-feet) – per Each

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Item C-102-5.8	Curb Inlet Protection (Type 2) – per Each
Item C-102-5.9	Catch Basin Protection (Type A) – per Each
Item C-102-5.10	Catch Basin Protection (Type B) – per Each
Item C-102-5.11	Catch Basin Protection (Type C) – per Each
Item C-102-5.12	Culvert Protection (Type 1) – per Each
Item C-102-5.13	Temporary Drainage Pipe (18-inch CMP) – per Linear Foot
Item C-102-5.14	Machined Rip-Rap (Class A-1) – per Ton
Item C-102-5.15	Machined Rip-Rap (Class A-2) – per Ton
Item C-102-5.16	Machined Rip-Rap (Class B) – per Ton
Item C-102-5.17	Geotextile (Type III) Erosion Control – per Square Yard
Item C-102-5.18	Temporary Construction Exit (50-feet by 20-feet) – per Each
Item C-102-5.19	Temporary Culvert Crossing (125-feet by 20-feet) (24" CMP) – per Each
Item C-102-5.20	Temporary Diversion Berm (1.5-feet height) – per Linear Foot
Item C-102-5.21	Concrete Washout – per Each
Item C-102-5.22	Application of Flocculent (East Basin) – per Application
Item C-102-5.23	Application of Flocculent (West Basin) – per Application
Item C-102-5.24	Sediment Basin Dewatering/Principal Spillway Assembly – per Lump Sum
Item C-102-5.25	Excavation (Sediment Basin) – per Cubic Yard
Item C-102-5.26	Modification of BP1 Basin – per Lump Sum
Item C-102-5.27	Application of Flocculent (Modified BP1 Basin) – per Application
Item C-102-5.28	Temporary Slope Drains with Rip-Rap Outlet - per linear foot
Item C-102-5.29	Vacant
Item C-102-5.30	Temporary Sealing of Catch Basin - per Each
Item C-102-5.31	Temporary Seeding – per 1,000 Square Foot

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the Program Manager will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

### 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.

### ISSUE FOR BID

11-11-19

MSCAA 08-1260-03

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM C-102**



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### Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** See sections 00405 and 01100.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

### METHOD OF MEASUREMENT

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 50%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 25%.

**105-6 Basis of measurement and payment (Demobilization).** Based upon the contract lump sum price for “Demobilization” payment will be allowed as follows:

- a. The Fixed Lump Sum amount for “Demobilization” shall be payable to the Contractor when the items described and included generally in paragraph 3.01 of Section 01100 have been, in the sole opinion of the Program Manager, satisfactorily completed.

### END OF ITEM C-105

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**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 Obstruction Clearing - South Of MEM Airfield, MSCAA Project 19-1426-01.
- 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 I 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**

- A. This is a fixed-duration Contract required to be substantially completed within seven hundred and thirty six (736) 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 thirty (30) 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, 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	736 days	\$1,000 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. None.

**END OF 01210**



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**DIVISION 1 – SECTION 01230****ALTERNATES****PART 1 GENERAL****1.01 SUMMARY**

- A. This selection includes identification of each Alternate by number and describes the basic changes to be incorporated into the Work if a particular Alternate is made a part of the Work by specific provisions in the Agreement between the Owner and the Contractor.
- 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. Materials and methods to be used in the Base Bid and in the Alternates also may be described on the Drawings and/or in pertinent other Sections of these Specifications.
  - 3. Method for stating the proposed Contract Sum is shown on the Bid Form.

**1.02 SUBMITTALS**

- A. All Alternates described in this Section are required to be reflected on the Bid Form as submitted by the Bidder.
- B. Do not submit Alternates other than as described in this Section.

**1.03 SELECTION OF ALTERNATES**

- A. Immediately after award of the Contract, or as soon thereafter as the Owner has made a decision on which, if any, of the Alternates will be selected, thoroughly and clearly advise necessary personnel and suppliers as to the nature of Alternates selected by the Owner.
- B. If the Owner elects to proceed on the basis of one or more of the described Alternates, make modifications to the Work required in providing the selected Alternate or Alternates to the approval of the Owner and at no additional cost to the Owner except as proposed in the Bid.

**1.04 ADVANCE COORDINATION**

- A. Immediately after award of the Contract, or as soon thereafter as the Owner has made a decision on which, if any, of the Alternates will be selected, thoroughly and clearly advise necessary personnel and suppliers as to the nature of Alternates selected by the Owner.

**PART 2 ALTERNATES** – The following alternates are included within this Contract:

- A. 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.
- B. 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.

**END OF SECTION 01230**

**DIVISION 1 – SECTION 01250****AMENDMENT PROCEDURE****PART 1 GENERAL****1.01 SUMMARY**

- A. Make such changes in the Work, in the Contract Price, in the Contract Time, or any combination thereof, as are described in written Amendments signed by the Owner and the Contractor and issued after execution of the Construction Contract, in accordance with the provisions of this Section.
- 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. Any proposal for a change in the Work shall include DBE participation consistent with the required DBE percentage for this Contract. If the Contractor is unable to meet said DBE percentage, a written justification of the good faith efforts made shall be submitted along with the response to the Engineer's or Owner's proposal request.
  - 3. Engineer or Owner supplemental instructions:
    - a. From time to time during progress of the Work the Engineer or Owner may issue supplemental instructions, which interpret the Contract Documents or order minor changes in the Work without change in Contract Sum or Contract Time.
    - b. Should the Contractor consider that a change in Contract Sum or Contract Time is required, he shall submit an itemized proposal to the Engineer or Owner immediately and before proceeding with the Work. If the proposal is found to be satisfactory and in proper order, the supplemental instructions in that event will be superseded by an Amendment.
  - 4. Proposal requests:
    - a. From time to time during progress of the Work the Engineer or Owner may issue a Request for Proposal (RFP) proposal request for an itemized quotation for changes in the Contract Price and/or Contract Time incidental to proposed modifications to the Contract Documents.
    - b. This will not be an Amendment, and will not be a direction to proceed with the changes described therein.

**1.02 QUALITY ASSURANCE**

- A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Amendment data.

**1.03 PROCESSING PROPOSAL REQUESTS**

- A. Make timely written reply to the Engineer or Owner in response to each proposal request. Proposal requests will be numbered in sequence and dated.
1. State proposed change in the Contract Sum, if any.
  2. State proposed change in the Contract Time of Completion, if any.
  3. Clearly describe other changes in the Work, if any, required by the proposed change or desirable therewith.
  4. State amount of DBE participation applicable to the proposed changes.
  5. Include full backup data such as subcontractor's letter of proposal or similar information.
  6. Submit this response in single copy.
- B. When cost or credit for the change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of Division 0 and Division 1 Specifications, the Engineer or Owner will prepare an Amendment for execution by the Owner and Contractor.

**1.04 PROCESSING AMENDMENTS**

- A. Amendments will be numbered in sequence, and dated.
1. The Amendment will describe the change or changes, will refer to the proposal requests or supplemental instructions involved, and will be signed by the Contractor and Owner, in sequence.
  2. The Engineer or Owner will issue two copies of each Amendment to the Contractor.
    - a. The Contractor shall promptly sign all copies and return all copies to the Engineer or Owner for further processing by the Owner.
    - b. The Engineer or Owner will forward all copies to the Owner with a request for complete processing.
    - c. The Owner will sign and return a copy to the Contractor for distribution.

**END OF SECTION 01250**

**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:

1. Insure attendance by authorized representatives of the Contractor and major Subcontractors.
  2. The Engineer or Owner will advise other interested parties, including the Owner, and request their attendance.
- C. Minimum agenda:
1. Organizational arrangement of Contractor's forces and personnel and those of subcontractors, material suppliers, and the Engineer or Owner;
  2. Channels and procedures for communications;
  3. Construction schedule, including sequence of critical work;
  4. Contract Documents, including distribution of required copies of Drawings and revisions;
  5. Processing of Shop Drawings and other data submitted to the Engineer or Owner for review;
  6. Processing of field decisions and Change Orders;
  7. Rules and regulations governing performance of the Work;
  8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters; and
  9. Reports required and schedule for submittal.
  10. Items requiring long lead time and special requirements.

### **PART 3 PROGRESS MEETINGS**

#### **3.01 DESCRIPTION**

- A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Engineer or Owner will conduct project meetings throughout the construction period.
- B. Related work:
  1. Documents affecting work of this Section include, but are not necessarily limited to, General Provisions, and other Sections of these Specifications.
  2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

#### **3.02 SUBMITTALS**

- A. Agenda items: To the maximum extent practicable, advise the Engineer or Owner at least 24 hours in advance of project meetings regarding items to be added to the agenda.
- B. Summaries:

1. The Engineer or Owner will compile summaries of each project meeting, and will furnish copies to the Contractor and the Owner.
2. Recipients of copies may make and distribute such other copies as they wish.

### **3.03 QUALITY ASSURANCE**

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

## **PART 4 EXECUTION**

### **4.01 MEETING SCHEDULE**

- A. Project meetings will be held at times as determined by the Engineer or Owner.
- B. Coordinate as necessary to establish a mutually acceptable schedule for meetings.

### **4.02 MEETING LOCATION**

- A. The Engineer or Owner will establish the meeting location.

### **4.03 PROJECT MEETINGS**

- A. Attendance:
  1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
  2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.
- B. Minimum agenda:
  1. Review, revise as necessary, and approve summaries of previous meetings.
  2. Review progress of the Work since last meeting, including status of outstanding submittals.
  3. Identify problems which may impede planned progress.
  4. Develop corrective measures and procedures to reestablish planned schedule.
  5. Discuss other current business.
- C. Revisions to summaries:
  1. Unless published summaries are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
  2. Persons challenging published summaries shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of summaries.
  3. Challenge to summaries shall be settled as priority portion of "old business" at the next



regularly scheduled meeting.

**END OF SECTION 01310**

**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

4. Prepare schedules, updates, revisions or reports which do not accurately reflect the Contractor's actual intent or the Contractor's reasonable and actual expectations as to: the sequences of activities, labor availability, productivity, or efficiency; expected or reasonably foreseeable inclement weather conditions; the percentage complete of any activity or path of activities; completion of any item of work or activity; projected dates of completion; delays, slippage, or problems encountered or expected and Subcontractor requests for time extensions,
- D. Once approved by the Engineer or Owner, the Detailed Construction Schedule will become the Schedule of Record for coordinating the work, scheduling the work, monitoring the work, issuing progress payments, evaluating time extension requests, and all other objectives listed in Paragraph 3.01.B. The Contractor is required to employ whatever means he deems necessary to implement the Detailed Construction Schedule and to comply with the requirements of this Section. Updates shall be provided to the Engineer or Owner at each construction progress meeting or as requested by the Engineer or Owner. Updates shall be both electronic media and hard copy.
  - E. Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. Each construction schedule shall represent the Contractor's best judgment of how he will prosecute the Work in compliance with the Contract.
  - F. Contractor shall consult with his Subcontractors and Suppliers (if any) relating to the preparation of each construction schedule. Subcontractors shall receive copies of each construction schedule and shall be continually advised of any updates or revisions to each construction schedule as the Work progresses.
  - G. When there are separate contractors working concurrently on Airport whose work must interface or be coordinated with the Work of Contractor, Contractor shall coordinate his activities with the activities of the separate contractors and shall, prior to the submission of any construction schedule to the Engineer or Owner, obtain written approval of his construction schedule by the separate contractors.
  - H. To carry out the intent of this Section, the Contractor agrees that the reasonable exercise of any rights under this Section by the Engineer or Owner shall not be grounds for any claim by Contractor or any of his Suppliers, Subcontractors or Sub-subcontractors of alleged interference, lack of cooperation, delay, disruption, negligence or hindrance by Owner or Engineer, and Contractor covenants not to sue therefor.
  - I. It is understood and agreed that the Detailed Construction Schedule, defined in Paragraph 3.04, is to represent Contractor's best plan and commitment for the Work; however, Contractor acknowledges that the Detailed Construction Schedule may have to be revised from time-to-time as progress proceeds. Contractor further acknowledges and agrees that the Owner and Engineer do not guarantee that:
    1. Any changes, modifications or adjustments to any schedule by Contractor can only be made by the written approval of the Engineer or Owner.
  - J. It is understood and agreed that should the Engineer or Owner provide the Contractor, at Contractor's request, with any advice relating to the scheduling or coordination of the Work or any other matter that:
    1. Owner and Engineer shall not be liable to Contractor for any errors, omissions, negligence or deficiencies which may in any way occur because of same;
    2. Such advice is provided solely as aids in the development by Contractor of a

representation of Contractor's actual construction plan and schedule in accordance with the requirements of the Contract Documents, and Owner and Engineer shall not be liable to Contractor should Contractor rely on such advice or counsel to his detriment;

3. Such advice shall not relieve Contractor of any responsibility under Paragraph 3.01.E hereof for all construction means, methods techniques, sequences and procedures and for planning, scheduling and coordinating all portions of the Work; and
  4. Any advice provided by the Engineer or Owner or the lack or alleged untimeliness thereof will not in any way take the place of or relieve the Contractor of full responsibility for compliance with all requirements of the Contract, including, but not limited to the obligations to complete the Work within the Contract.
- K. Approval or acceptance by the Owner or Engineer of any Contractor's construction schedule, or any revisions or updates thereto, shall not relieve the Contractor of the responsibility for accomplishing the Work by the Project Substantial Completion date.
- L. Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by him so that the progress of construction shall be maintained according to the currently approved construction schedule for the Work. Contractor shall notify the Owner or Engineer in writing, and in a timely and reasonable manner, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor will be later than the delivery date indicated by the currently approved construction schedule, or the current update thereof as herein provided.

### **3.02 NOT USED**

### **3.03 DETAILED CONSTRUCTION SCHEDULE DRAFT**

- A. No later than two (2) weeks after the Notice to Proceed, the Contractor shall complete a draft of the Detailed Construction Schedule in accordance with the requirements of this Paragraph 3.03.

### **3.04 DETAILED CONSTRUCTION SCHEDULE**

- A. Prior to any monthly Application for Payment, the Contractor shall complete the Detailed Construction Schedule to the satisfaction of the Owner or Engineer.
- B. The Detailed Construction Schedule shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract.
- C. The Owner/Engineer reserves the right to require the Contractor to furnish such manpower, materials facilities and equipment and shall work such hours, including additional shifts and overtime operations as may be necessary, to insure completion of the Work or specified portions thereof within the specific dates as set forth in the Contract Documents. If it becomes apparent to the Owner or Engineer that the work, or any required portion thereof, will not be completed by any such dates, the Contractor shall undertake the following actions, at no additional cost to the Owner, and comply with the requirements as set forth in Section 01320, 3.07 and 3.08, in order to ensure that it complies with all completion requirements:
1. Increase the quantity of manpower, materials, trades, crafts, and equipment and facilities on the site;
  2. Increase the number of working hours per shift, shifts per working day, or any combination of the foregoing; and
  3. Reschedule activities to achieve maximum activity accomplishment.

**3.05 DETAILED CONSTRUCTION SCHEDULE CONTENT**

- A. The Detailed Construction Schedule shall consist of a time-scaled graphic representation of all activities, which are part of the Contractor's construction plan and an accompanying listing of each activity's dependencies and interrelationships.
- B. The Contractor shall anticipate and account for, as a minimum, the potential loss of the number of **calendar** days listed below for each calendar month due to weather and shall schedule the work accordingly.

January	12	July	6
February	10	August	6
March	9	September	4
April	6	October	5
May	8	November	6
June	5	December	10

The preceding days were derived from historical data provided by the National Climatic Data Center regarding rainfall at Memphis International Airport. They represent a number less than the actual number of days of measurable rainfall that can be expected to occur during a twenty-four (24) hour period for the months indicated. **The Contractor shall make his own determination as to the likely impact of weather on his operation and shall include as part of the Detailed Construction Schedule submission an accounting of how the impact of anticipated weather was determined and accounted for in the schedule.** These values listed above are the minimum number of weather related days the Contractor shall consider in developing his Detailed Construction Schedule. It is further understood that said calendar day period shall be derived through assuming that work will take place on a calendar day basis.

The Owner or Engineer will continually monitor the effects of weather and when found justified, grant time extensions, if required, at the end of the Contract. In the event less weather days are actually encountered than provided for in this section, those days will accrue to subsequent months of the phase or contract and be balanced against actual weather. In accordance with the Contract Documents weather days occurring during the extension beyond the original completion date will be compensated day for day, if justified. No weather days will be granted beyond the final Contract completion date as computed herein.

- C. All activity durations shall be given in calendar days.
- D. Contractor shall plan his operations and schedule the work to ensure that the critical path runs through on-site construction activities and that off-site procurement activities do not control the critical path of the Detailed Construction Schedule, unless approved in writing by the Owner or Engineer.

**3.06 UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS**

- A. The Detailed Construction Schedule will be reviewed and updated as needed during each project progress meeting.

**3.07 RECOVERY SCHEDULE**

- A. Should the updated Detailed Construction Schedule, at any time during Contractor's performance, show, in the sole opinion of the Owner or Engineer, that the Contractor is seven (7) or more days behind schedule for any location or category of work, or should Contractor be required to undertake actions under Paragraph 3.04.D hereof, the Contractor shall immediately prepare a Recovery Schedule explaining and displaying how Contractor intends to reschedule his Work in

order to regain compliance with the Approved Detailed Construction Schedule during the immediate subsequent pay period.

**3.08 SCHEDULE REVISIONS**

- A. Should Contractor desire to or be otherwise required under the Contract to make modifications or changes in his method of operation, his sequence of Work or the durations of the activities in his Construction Schedule, he shall do so in accordance with Paragraph 3.04 of this specification. The approved Detailed Construction Schedule may only be revised by the written approval of the Owner or Engineer as provided herein.

**END OF SECTION 01320**

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**DIVISION 1 – SECTION 01321**  
**CONSTRUCTION SURVEYING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This section describes the Owner's airport survey grid and surveying requirements.
- B. Related Work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to the General Provisions and other Sections of these Specifications.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTIONS**

**3.01 EXISTING SURVEY CONTROL MONUMENTS**

- A. The Owner has established an airport-wide survey grid consisting of both first order and second order survey monuments. The monuments are distributed both inside and outside the Air Operations Area fence.
- B. The monuments are tied to the Tennessee State Plane Coordinate System in U.S. Survey feet with the North American Datum, 1983.
- C. Survey control monuments typically, but not always, consist of aluminum disks stamped with identifying codes, set in concrete, and marked by orange witness posts.
- D. The Contractor may obtain the current Survey Control Monument Manual from the Program Manager.

**3.02 REQUIREMENTS**

- A. Contractor is responsible for all construction surveying.
- B. Any deviations from the existing grades shall be immediately reported to the Program Manager.
- C. Contractor shall tie the project to the survey grid as established by the monuments described in section 3.01.
- D. Contractor shall protect all survey monuments within the vicinity of the project and all survey monuments used for survey while they are occupied.
- E. The Contractor shall, at his expense, have a Tennessee Professional Land Surveyor replace any monument disturbed or destroyed by Contractor's construction activities (using first order techniques); replaced monuments shall be located at least ten feet, but not more than fifty feet, from the location of the disturbed monument. New monuments shall consist of aluminum disks stamped with an identifying code, set in concrete using a procedure approved by Program Manager, and marked by an orange witness post. Replaced-monument survey information shall be provided to Owner in exact format as contained within Owner's Survey Control Monument Manual.

**END OF SECTION 01321**

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**DIVISION 1- SECTION 01322****AERIAL PHOTOGRAPHS****PART 1 GENERAL****1.01 SUMMARY**

- A. Provide photographs taken at specified stages during construction, and in accordance with provisions of this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Provisions and other Sections of these Specifications.

**1.02 SUBMITTALS**

- A. Except as otherwise directed and paid for, submit one electronic file of each photograph.

**1.03 QUALITY ASSURANCE**

- A. Secure the services of a professional photographer who is skilled and experienced in construction photography and whose work samples are acceptable to the Engineer.
- B. Do not replace the photographer without the Engineer's written approval.

**PART 2 PRODUCTS****2.01 AERIAL PHOTOGRAPHS**

- A. Provide electronic files, at a quality and resolution capable of printing the photographs at a size up to 36" x 24".
- B. Record each electronic file's filename in a manner to show:
  - 1. Job number;
  - 2. Location from which photographed;
  - 3. Date of photograph;
- C. Do not permit photographs to be issued for any other purpose without specific written approval from the Engineer.

**PART 3 EXECUTION****3.01 AERIAL PHOTOGRAPHY**

- A. Except as otherwise specifically approved by the Engineer, make the photographs within three calendar days of the date of each Application for Payment.
  - 1. To the maximum extent practicable, make photographs at approximately the same time of day throughout progress of the Work.

2. When inclement weather is anticipated, consult with the Engineer and determine acceptable alternative arrangements.
- B. Except as otherwise specifically approved by the Engineer, take the photographs from four (4) directions. The photographs required shall be oblique aerial photographs. One shall be taken from the north, one from the south, one from the east and one from the west looking at the entire project, or as directed by the Engineer.
1. Select the locations to provide diversified overall views of the Work, from positions, which are expected to remain accessible throughout progress of the Work.
  2. Identify each location by word description, by marked drawing, or by such other means as acceptable to the Engineer, to enable future photographs to be taken from the same position.
  3. When so directed by the Engineer because of the stage of construction, change one or more of the locations as the Engineer directs.
- C. Make each photograph clear, in focus, with high resolution and sharpness, and with minimum distortion.

**END OF SECTION 01322**

**DIVISION 1 – SECTION 01325****DELAYS AND EXTENSIONS OF TIME****1.01 DESCRIPTION**

- A. Work included:
  - 1. Delays and extensions of time.
- B. Related Work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to the General Provisions, and other Sections of these Specifications.

**1.02 OBLIGATION OF OWNER AND PROGRAM MANAGER**

- A. Neither the Owner nor the Program Manager shall be obligated or liable to the Contractor for any damages, cost or expenses of any type which the Contractor, its subcontractors, sub-subcontractors, or any other person may incur as a result of any disruption or delay from any cause, regardless of the actual source of delay, whether avoidable or unavoidable, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but in accordance with provisions of the Contract Documents.
- B. Except for weather delays, any claim for extension of time shall be made in writing to the Program Manager not more than ten (10) days after commencement of such delay, otherwise, such claim will be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.
- C. The time during which the Contractor is delayed in performance of the work caused by the acts or omissions of the Owner, Program Manager or their employees or agents, or by acts of God, fires, floods, epidemics, quarantine restrictions, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's control which the Contractor could not have reasonably foreseen and provided against shall be added to the Contract Time; however, the Contractor must submit his claim for such delays in accordance with the requirements of this Section and any other applicable provisions of these Contract Documents in order to be considered for an extension of time.
- D. The Contract Time shall be adjusted only for changes in the work pursuant to GP-40, suspensions of the work, excusable delays or emergencies. Whenever the Contractor requests an extension of the Contract Time, the Contractor shall furnish such justification and supporting evidence as required by this section and such other and additional information as the Owner may deem necessary to determine whether the Contractor is entitled to an extension of the Contract Time. All such requests shall conform to all of the requirements of the Contract Documents, shall include evidence that the reasons for the requested Contract Time extension were beyond the control of the Contractor, and the Contractor shall bear the burden of substantiating and proving the necessity of an extension to the Contract Time. The Owner, with the assistance of the Program Manager, shall review all requests for Contract Time extensions and shall advise the Contractor of its decision and finding of fact in writing. If the Owner determines that the Contractor is entitled to an extension of the Contract Time, the length of the extension shall be based upon the currently approved detailed construction schedule and on all other relevant data, which data shall be incorporated into and from the basis for revision to the construction schedule.

The Contractor acknowledges and agrees that the actual delays due to said changes, suspension of the work, or excusable delays in activities which, according to the detailed construction schedule, do not affect the Contract Time, shall not affect the Contract Time, and therefore, cannot form the basis for an extension in the Contract Time or a change in the construction schedule.

- E. The Contractor shall be entitled to an extension of the Contract Time but no increase in the Contract sum, for delays arising from unforeseeable causes beyond the control and without the fault of negligence of the Contractor or its Subcontractors as follows:
1. Acts of God, tornadoes, fires, blizzards, earthquakes, or floods that severely damages completed work or stored materials.
  2. Acts of the public enemy; acts of the state, federal or local governments in their sovereign capacities; and acts of a separate contractor in the performance of a separate contract with the Owner relating to this or another project.
- F. The Contractor shall not be entitled to any extension of Contract Time resulting from any condition or cause unless the Contractor strictly complies with the requirements of this Section and the Contractor must submit to the Program Manager within ten (10) days of the first instance of the delay a written request for an extension in the Contract Time which shall include the following information: (a) the nature of the delay; (b) the date of anticipated date of commencement of the delay; (c) activities on the schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities; (d) identification of persons or organizations or events responsible for the delay; and (e) recommended action to avoid or minimize the delay.
- G. No claim for delay shall be allowed and the Contractor waives any such claim if the Contractor fails to furnish the written request, required by this or other sections, within the period of time specified therein.

**END OF SECTION 01325**

**DIVISION 1 – SECTION 01330****SUBMITTALS****PART 1 GENERAL****1.01 SUMMARY**

- A. This section describes the process for handling Contractor submittals.
- 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

**1.02 SUBMITTALS**

- A. Except as otherwise specified below, as soon as practicable after contract award and without causing delay in the work, submit at least 7 bound copies of submittals of all items for which submittals are specified in other sections, and for all major submittal equipment whether specified in other sections or not. Alternatively, all Submittals may be submitted electronically in lieu of hard copies, if possible. Each submittal shall be clearly marked with the project name, dated, and accompanied by a letter of transmittal listing all items included in the submittal and referencing the project specification page and article numbers applicable to each item.
  - 1. Submittals shall include all test results and/or certificate necessary to show that the item conforms to the standards specified. Such standards shall include ASTM, AASHTO, FAA, PCA, Federal Specifications or any other standard listed in these specifications.

**1.03 QUALITY ASSURANCE**

- A. Before submission to the Engineer or Owner, the Contractor shall check the submittals of all items furnished directly by him, and the applicable Subcontractor shall check the submittals of all items furnished by the Subcontractor involved, as follows: check the submittal drawings for completeness and compliance with the contract documents; check and verify all dimensions, field conditions certifications relating to the submittals and certify in writing that these checks have been made.
  - 1. The Engineer or Owner will return for resubmission, all submittals without the above specified approval and certification, and all submittals which in the Engineer's or Owner's opinion contain numerous discrepancies and/or have not been checked by the Contractor or Subcontractor.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION****3.01 SUBMITTAL REVIEW**

- A. After the Owner or Engineer has reviewed the submittals, except as otherwise specified below, submittals will be dated, and three sets will be returned to the Contractor. If submittals are rejected, four sets will be returned to the Contractor, with indications of the required corrections and changes made on one of the sets. Make such corrections and changes as indicated. Resubmit

submittals as specified above, as often as required by the Engineer or Owner to complete the review. No correction or change indicated on submittals shall be considered as an order for extra work.

- B. Submittals reviewed by the Owner or Engineer will be a general review only, and acceptance will not relieve Contractor or Subcontractor of responsibility for accuracy of submittals, proper fitting, coordination, construction or work, and furnishing materials and work required by Contract but not indicated on submittals. Review of submittals shall not be construed as accepting departures from Contract requirements.
- C. Any material ordered, or work performed prior to obtaining an approved submittal shall be at the Contractor's risk and subject to rejection.

**END OF SECTION 01330**

**DIVISION 1 – SECTION 01351**  
**STORAGE AND PROTECTION**

**PART 1        GENERAL**

**1.01        SUMMARY**

- A.        Protect products scheduled for use in the Work by all means including, but not necessarily limited to, those 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 of these Specifications.
  - 2.        Additional procedures may also be prescribed in other Sections of these Specifications.

**1.02        QUALITY ASSURANCE**

- A.        Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

**1.03        MANUFACTURERS' RECOMMENDATIONS**

- A.        Except as otherwise approved by the Owner or Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

**1.04        PACKAGING**

- A.        Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
  - 1.        Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2.        Promptly remove damaged material and unsuitable items from the job site, and promptly replace same with material meeting the specified requirements, at no additional cost to the Owner.
- B.        The Owner or Engineer may reject as non-complying such material and products as do not bear identification satisfactory to the Owner or Engineer such as manufacturer, grade, quality, and other pertinent information.

**1.05        PROTECTION**

- A.        Protect finished surfaces, materials, trenches, earthwork, etc. from weather, construction operations, etc.
- B.        Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.



**1.06 REPAIRS AND REPLACEMENTS**

- A. In event of damage, promptly make replacements and repairs to the approval of the Owner or Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Owner or Engineer to justify an extension in the Substantial Completion Date.

**END OF SECTION 01351**

**DIVISION 1 – SECTION 01353**

**RADIO COMMUNICATIONS**

**1.01 DESCRIPTION**

A. Work Included

1. Provide radio communication with Airport Control Tower.

B. Documents affecting work of this Section include, but are not necessarily limited to General Provisions, and other Sections of these Specifications.

**1.02 RADIO COMMUNICATIONS**

A. When required by the Contract Documents, and when work under this Contract is in progress within the Air Operations Area (AOA), the Contractor's job superintendent or other authorized representative of the Contractor on the job site shall coordinate such work with the Program Manager and the Program Manager shall maintain approved 2-way radio communication with the Airport Control Tower, for coordination of work with airport operations in progress.

**END OF SECTION 01353**

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**DIVISION 1 – SECTION 01500****CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section describes construction facilities and temporary controls required for the Work.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0 and Division 1 Specifications,

**1.02 REQUIREMENTS**

- A. Provide construction facilities and temporary controls needed for the Work including, but not necessarily limited to:
  - 1. Sanitary facilities;
  - 2. Temporary fencing of the construction site, if required.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

**PART 2 PRODUCTS****2.01 UTILITIES**

- A. Water:
  - 1. Provide necessary temporary piping and water supply and, upon completion of the Work, remove such temporary facilities.
  - 2. Provide and pay for water used in construction.
- B. Electricity:
  - 1. Provide necessary temporary wiring and, upon completion of the Work, remove such temporary facility.
  - 2. Provide area distribution boxes located so that the individual trades may furnish and use 100 ft maximum length extension cords to obtain power and lighting at points where needed for work, inspection, and safety.
  - 3. Provide and pay for electricity used in construction.
- C. Heating: Provide, maintain and pay for heat necessary for proper conduct of operations needed in the Work.
- D. Telephone:

1. Make necessary arrangements and pay costs for installation and operation of telephone service to the Contractor's office at the site.
2. Make the telephone available to the Program Manager for use in connection with the Work.

## **2.02 FIELD OFFICES AND SHEDS**

### **A. Sanitary facilities:**

1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
2. Maintain in a sanitary condition at all times.

## **2.03 ENCLOSURES**

- ### **A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.**

## **2.04 TEMPORARY FENCING**

- ### **A. If indicated provide and maintain for the duration of construction a temporary fence of design and type needed to prevent entry onto the Work by the public.**

## **2.05 REMOVING AND REPLACING FENCES, SOD, ETC.**

- ### **A. Where required to install the Work, carefully remove and store all interfering fences, mailboxes, culverts, etc. After installation of work and backfilling, reinstall these items and restore them to at least the conditions, which existed prior to the commencement of work, using materials and workmanship to match those of the original construction and installation.**
- ### **B. Carefully remove and store all interfering shrubbery, trees, sod, flowers, and other planting, sufficiently in advance of construction. After installation of work and backfilling, reset and restore these items to at least the conditions that existed prior to the commencement of work.**

## **PART 3 EXECUTION**

### **3.01 MAINTENANCE AND REMOVAL**

- #### **A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.**
- #### **B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Owner or Engineer.**

### **3.02 DUST CONTROL**

- #### **A. During construction, haul roads and other disturbed construction areas shall be watered as required to prevent dust from damaging and/or becoming a nuisance to the terminal and other buildings, automobiles, aircraft, and residential and other built-up areas surrounding the project site.**

**END OF SECTION 01500**

**DIVISION 1 - SECTION 01600****PRODUCT REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings, Contract, Division 0 and Division 1 Specification Sections apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements governing Contractor's selection of products for use in Project.
- B. Related Sections: Following Sections contain requirements that relate to this Section:
1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  2. Division 1 Section 01320 specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
  3. Division 1 Section "Product Substitution Procedures" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

**1.3 DEFINITIONS**

- A. Definitions used in this Article are not intended to change meaning of other terms used in Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms such are self-explanatory and have well recognized meanings in construction industry.
1. **"Products"** are items purchased for incorporation in Work, whether purchased for Project or taken from previously purchased stock. Term "product" includes terms "material," "equipment," "system," and terms of similar intent.
    - a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature, that is current as of date of Contract Documents.
    - b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50% or more of value) outside of United States and its possessions; or produced or supplied by entities substantially owned (more than 50%) by persons who are not citizens of nor living within United States and its possessions.
  2. **"Materials"** are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of Work.
  3. **"Equipment"** is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

#### 1.4 SUBMITTALS

- A. Product List: Prepare list showing products specified in tabular form acceptable to Program Manager. Include generic names of products required. Include manufacturer's name and proprietary product names for each item listed.
1. Coordinate product list with Contractor's Construction Schedule and Schedule of Submittals.
  2. Form: Prepare product list with information on each item tabulated under following column headings:
    - a. Related Specification Section number.
    - b. Generic name used in Contract Documents.
    - c. Proprietary name, model number and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date, or time span of delivery period.
  3. Initial Submittal: Within 30 days after date of commencement of Work, submit 3 copies of an initial product list. Provide written explanation for omissions of data and for known variations from Contract requirements.
    - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  4. Completed List: Within 60 days after date of commencement of Work, submit 3 copies of completed product list. Provide written explanation for omissions of data and for known variations from Contract requirements.
  5. Engineer's Action: Engineer will review and the Program Manager will respond in writing to Contractor within 2 wks of receipt of completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. Engineer's review will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.
- B. Source Limitations: To fullest extent possible, provide products of same kind, from single source.
1. When specified products are available only from sources that do not or cannot produce quantity adequate to complete project requirements in timely manner, consult with Program Manager for determination by the Engineer of most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When determination has been made, select products from sources that produce products that possess these qualities, to fullest extent possible.
- C. Compatibility of Options: When Contractor is given option of selecting between 2 or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Each Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other separate Contractors.
  2. If dispute arises between Contractors over concurrently selectable, but incompatible products, Engineer will determine which products shall be retained and which are incompatible and must be replaced.
- D. Foreign Product Limitations: Except under 1 or more of following conditions, provide domestic products, not foreign products, for inclusion in the Work:

1. No available domestic product complies with Contract Documents.
  2. Domestic products that comply with Contract Document are only available at prices or terms that are substantially higher than foreign products that also comply with Contract Documents.
- E. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on exterior.
- F. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- G. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. Nameplate shall contain following information and other essential operating data:
1. Name of product and manufacturer.
  2. Model and serial number.
  3. Capacity.
  4. Speed.
  5. Ratings.

## **1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long-term storage at site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
  3. Deliver products to site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
  4. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
  5. Store products at site in manner that will facilitate inspection and measurement of quantity or counting of units.
  6. Store heavy materials away from Project structure in manner that will not endanger supporting construction.  
Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT SELECTION**

- A. General Product Requirements: Provide products that comply with Contract Documents, that are undamaged and, unless otherwise indicated, new at time of installation.
1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for complete installation and for intended use and effect.
  2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.



- B. **Product Selection Procedures:** Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include following:
1. **Proprietary Specification Requirements:** Where only a single product or manufacturer is named, provide product indicated. No substitutions will be permitted.
  2. **Semiproprietary Specification Requirements:** Where 2 or more products or manufacturers are named, provide 1 of products indicated. No substitutions will be permitted.
    - a. Where products or manufacturers are specified by name, accompanied by term "or equal," or "or approved equal" comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
  3. **Compliance with Standards, Codes and Regulations:** Where Specifications only require compliance with an imposed code, standard or regulation, select product that complies with standards, codes or regulations specified.
  4. **Visual Matching:** Where Specifications require matching an established Sample, Engineer's decision will be final on whether proposed product matches satisfactorily.
    - a. Where no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of Contract Documents concerning "substitutions" for selection of matching product in another product category.
  5. **Visual Selection:** Where specified product requirements include phrase "...as selected from manufacturer's standard colors, patterns, textures..." or similar phrase, select product and manufacturer that complies with other specified requirements. Engineer will select color, pattern and texture from product line selected.
  6. **Allowances:** Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection, and for procedures required for processing such selections.

## 2.2 ASBESTOS-FREE REQUIREMENTS

- A. The Contractor shall not use any asbestos containing material (ACM) at any time during the Project. The Contractor shall verify that all materials used on the Project are asbestos-free materials.
- B. During the course of the Project, the Contractor shall routinely check products utilized on-site to ensure only asbestos-free products are utilized.
- C. If the Owner suspects the presence of asbestos, the Owner will sample the suspect material to verify that no ACM was utilized. This testing shall be performed at the expense of the Owner. If ACM is subsequently found during the sampling, the Contractor shall remove and replace the product or material at his/her sole expense. No adjustment of the Contract Schedule will be provided to account for delays associated with removal and/or replacement of ACM. The Contractor shall reimburse Owner for any and all costs associated with the original testing and/or any re-testing that may be necessary.
- D. Upon completion, a notarized certification statement shall be provided by the Contractor to the Owner certifying that all materials associated with this Project are asbestos free. See Specification 01771 Closeout Documents for certification document. If the Contractor does not submit the required asbestos-free certification, the Authority shall have a complete building survey performed by a qualified testing firm within the Project's location. The cost of the survey and any subsequent removal/replacement of any ACM shall be deducted from the Contractor's final payment at the sole discretion of the Owner.

**PART 3 - EXECUTION**

**3.1 INSTALLATION OF PRODUCTS:**

- A. Comply with manufacturer's instructions and recommendations for installation of products in applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  - 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until time of Substantial Completion.

**END OF SECTION 01600**

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**DIVISION 1 - SECTION 01630**  
**PRODUCT SUBSTITUTION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, Contract, Division 0 and Division 1 Specification Sections apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of Contract.
- B. Contractor's Construction Schedule and Schedule of Submittals are included under Section 01320.
- C. Standards: Refer to Section "Reference Standards and Definitions" for applicability of industry standards to products specified.
- D. Procedural requirements governing Contractor's selection of products and product options are included under Section "Product Requirements."
- E. Program Manager's policy is to reject requests for substitution unless paragraph "Substitutions" under Article "Definitions" applies.

**1.3 DEFINITIONS**

- A. Definitions used in this Article are not intended to change or modify meaning of other terms used in Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by Contractor after award of Contract are considered requests for "substitutions." Following are not considered substitutions:
1. Revisions to Contract Documents requested by Owner or Program Manager.
  2. Specified options of products and construction methods included in Contract Documents.
  3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

**1.4 SUBMITTALS**

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of Work. Requests received more than 30 days after commencement of Work may be considered or rejected at discretion of Program Manager.
1. Submit 3 copies of each request for substitution for consideration. Submit requests on forms included at end of this Section.

2. Identify product, or fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with requirements for substitutions, and the following information, as appropriate:
  - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
  - b. Samples, where applicable or requested.
  - c. Detailed comparison of significant qualities of proposed substitution with those of Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
  - d. Coordination information, including list of changes or modifications needed to other parts of Work and to construction performed by Owner and separate Contractors, that will become necessary to accommodate proposed substitution.
  - e. Statement indicating substitution's effect on Contractor's Construction Schedule compared to schedule without approval of substitution. Indicate effect of proposed substitution on the overall Substantial Completion of the project.
  - f. Cost information, including proposal of net change, if any in Contract Sum.
  - g. Certification by Contractor that substitution proposed is equal-to or better in every significant respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or additional Contract time, that may subsequently become necessary because of failure of substitution to perform adequately.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. Conditions: Contractor's substitution request will be received and considered by Program Manager when one or more of following conditions are satisfied, as determined by Program Manager; otherwise requests will be returned without action except to record noncompliance with these requirements.
  1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with general intent of Contract Documents.
  3. Request is timely, fully documented and properly submitted.
  4. Request is directly related to an "or equal" clause or similar language in Contract Documents.
  5. Specified product or method of construction cannot be provided within Contract Time. Request will not be considered if product or method cannot be provided as result of failure to pursue Work promptly or coordinate activities properly.
  6. Specified product or method of construction cannot receive necessary approval by governing authority, and requested substitution can be approved.
  7. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities Owner may be required to bear. Additional responsibilities for Owner may include additional compensation to Program Manager and Engineer for redesign and evaluation services, increased cost of other construction by Owner or separate Contractors, and similar considerations.
  8. Specified product or method of construction cannot be provided in manner that is compatible with other materials, and where Contractor certifies that substitution will overcome incompatibility.
  9. Specified product or method of construction cannot be coordinated with other materials, and where Contractor certifies that proposed substitution can be coordinated.
  10. Specified product or method of construction cannot provide warranty required by Contract Documents and where Contractor certifies that proposed substitution provide required warranty.

- B. Contractor's submittal to the Program Manager and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- C. See next page for "Request for Substitution" form.

**REQUEST FOR SUBSTITUTION**

To:

Attention:

From:

\_\_\_\_\_ Name of Company

\_\_\_\_\_ Address

\_\_\_\_\_ City, State, Zip Code

\_\_\_\_\_ Phone

Fully answer all information requested below. Failure to answer any item may cause rejection of request for substitution. If requested by Program Manager, submit information about manufacturer and vendor history, financial stability, distribution and support systems. Use one form for each product requested. Only first product listed will be considered on forms with more than one product listed.

Specification Section Number: \_\_\_\_\_ Drawing Number: \_\_\_\_\_

Para Number: \_\_\_\_\_ Detail Number: \_\_\_\_\_

Specified Product: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Answer the following questions. Attach an explanation sheet on your company's letterhead when required.

Does the proposed substitution affect dimensions indicated on Drawings?

No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, explain below).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the proposed substitution require changes in Drawings and/or design or installation changes?

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, is the cost of these changes included in the proposed amount? No \_\_\_\_ Yes \_\_\_\_

Does the proposed substitution affect other trades? No \_\_\_\_\_ Yes \_\_\_\_\_

(If yes, explain who and how)

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If the proposed product does affect the work of other trades, has the cost impact on their work been included in the price of the proposed substitution?

No \_\_\_\_\_ Yes \_\_\_\_\_

Does the proposed product's guarantee differ from that of the specified product's?

No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, explain below).

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Why is this proposal for substitution being submitted? List reasons below.

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Attach a listing of 3 projects using proposed substitution completed within the past 5 yrs in geographic and climatic region of Project. One of applications shall have been in service for at least 3 yrs.

Attach product data/brochures and Vendor Qualification Form for the specified and substitute product.

Undersigned has examined Construction Documents, is familiar with specified product, understands indicated application of product, and understands design intent of Engineer. Undersigned states that proposed substitution complies with Construction Documents and will perform at least equally to specified product within limitations stated above. Undersigned accepts responsibility for coordinating application and installation of proposed substitution and waives all claims for additional costs resulting from incorporation of proposed substitution into Project or its subsequent failure to perform according to specified requirements.

Submitted By: \_\_\_\_\_  
Typed

\_\_\_\_\_  
Signature

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



**END OF SECTION 01630**

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**DIVISION 1 – SECTION 01700****FIELD ENGINEERING****PART 1 GENERAL****1.01 SUMMARY**

- A. Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
1. Establishing and maintaining lines and levels;
  2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.

All field engineering is incidental to the Item for which it applies. No direct pay will be made for field engineering.

- 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. Additional requirements for field engineering may be described in other Sections of these Specifications.

**1.02 SUBMITTALS**

- A. Upon request of the Owner or Engineer, submit:
1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
  2. Documentation verifying accuracy of field engineering work.
  3. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

**1.03 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

**1.04 PROCEDURES**

- A. In addition to other procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
1. Locate and protect control points before starting work on the site.
  2. Preserve permanent reference points during progress of the Work.
  3. Prior to commencing any work requiring location or grades, the Contractor shall establish

temporary bench marks (TBMs) at an interval not to exceed 1000 feet. TBMs are to be located in areas not anticipated to be disturbed by construction. Provide the Owner or Engineer copies of field notes, including peg test of level, and a listing of the adjusted coordinates and elevations of all TBMs.

4. Do not change or relocate reference points or items of the Work without specific approval from the Owner or Engineer.
5. Promptly advise the Owner or Engineer when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
  - a. Upon direction of the Owner or Engineer, require the field engineer to replace reference stakes or markers.
  - b. Locate such replacements according to the original survey control.

**END OF SECTION 01700**

**DIVISION 1 – SECTION 01720**  
**PROJECT RECORD DOCUMENTS**

**PART 1        GENERAL**

**1.01        SUMMARY**

- A.        Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in paragraph 3.01 below and, upon completion of the Work, transfer the recorded changes to a set of Record Documents, as described in paragraph 3.02 below. This shall include Record Drawings.
- B.        Related work:
  - 1.        Documents affecting work of this Section include, but are not necessarily limited to, General Provisions and the Technical Sections of these Specifications.
  - 2.        Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

**1.02        SUBMITTALS**

- A.        The Program Manager’s review of the current status of Project Record Documents is a prerequisite to the Program Manager’s approval of requests for progress payments and request for final payment under the Contract.
- B.        Prior to submitting each Application for Payment, secure the Program Manager’s review of the current status of the Project Record Documents.
- C.        The final project Record Documents must be submitted to the Program Manager and secure approval before final payment for demobilization can occur.

**1.03        QUALITY ASSURANCE**

- A.        Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Program Manager.
- B.        Accuracy of records:
  - 1.        Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
  - 2.        Accuracy of records shall be such that future searches for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
- C.        Make entries within 24 hours after receipt of information that the change has occurred.

**1.04        DELIVERY, STORAGE, AND HANDLING**

- A.        Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.

- B. In the event of loss of recorded data, use any means necessary to again secure the data needed to comply with this section.
  - 1. Such means shall include, if necessary in the opinion of the Program Manager, removal and replacement of concealing work or materials by Contractor at Contractor's expense.

## **PART 2 PRODUCTS**

### **2.01 RECORD DOCUMENTS**

- A. Job set: Promptly following the Notice to Proceed, secure from the Program Manager at no charge to the Contractor one complete set of all Documents comprising the Contract.

## **PART 3 EXECUTION**

### **3.01 MAINTENANCE OF JOB SET**

- A. Immediately upon receipt of the job set described in Paragraph 2.01-A above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET."
- B. Preservation:
  - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Program Manager.
  - 2. Do not use the job set for any purpose except entry of new data and for review by the Program Manager, until start of transfer of data to final Project Record Documents.
  - 3. Maintain the job set at the site of Work or at another site as designated by the Program Manager.
- C. Making entries on Drawings:
  - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
  - 2. Date all entries.
  - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
  - 4. In the event of overlapping changes, use different colors for the overlapping changes.
- D. Make entries in the pertinent other Documents as approved by the Program Manager.
- E. Drawings shall clearly show actual installed locations, depth, and sizes of:
  - 1. Pipe work of all descriptions below ground outside of building and structures, including locations of culverts, storm & sewer lines, water lines, cleanouts, manholes, inlets, hydrants, and underground valves.
  - 2. Underground electrical conduits, electrical ducts, and directly buried conductors light cables, FAA cables including locations of pull and junction boxes, electric manholes and handholes, pad mounted electrical equipment, utility poles, electrical outlets, and lighting fixtures.

3. All existing underground facilities unearthed by Contractors operations not accurately shown on the drawing.

F. Conversion of schematic layouts:

1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, is shown schematically and is not intended to portray precise physical layout.
  - a. Final physical arrangement is determined by the Contractor, subject to the Program Manager's review.
  - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items, which are shown only schematically, on the Drawings. This information will be provided by the Contractor.
2. Show on the job set of Record Drawings, by dimension accurate to within one half foot, the centerline of each run of items such as are described in subparagraph 3.01-E above.
  - a. Clearly identify the item by accurate note such as "24 inch R.C. pipe drain", "4" conduit" and the like.
  - b. Show, by symbol or note, the vertical location of the item ("36 inches deep"), "exposed," and the like.
  - c. Make all descriptive identification so that it may be related reliably to the Specifications.
3. The Program Manager may waive the requirements for conversion of schematic layouts where, in the Program Manager's judgment, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Program Manager.

### 3.02 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. Approval of recorded data prior to transfer to Program Manager:
  1. Secure the Program Manager's review of all recorded data.
  2. Make required revisions.
- C. Transfer of data to other Documents:
  1. If the Documents other than Drawings have been kept clean during progress of the Work, and if entries thereon have been orderly to the approval of the Program Manager, the job set of those Documents other than Drawings will be accepted as final Record Documents.
  2. If any such Document is not so approved by the Program Manager, secure a new copy of that Document from the Program Manager at the Program Manager's usual charge for reproduction and handling, and carefully transfer the change data to the new copy to the

approval of the Program Manager.

D. Review and submittal:

1. Submit the completed set of Project Record Documents to the Program Manager as described in Paragraph 1.02-C above.
2. Participate in review meetings as required.
3. Make required changes and promptly deliver the final Project Record Documents to the Program Manager.

**3.03 CHANGES SUBSEQUENT TO ACCEPTANCE**

- A. The Contractor has no responsibility for recording changes in the Work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

**END OF SECTION 01720**

**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 confined 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.



2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  3. Inspect all haul vehicles leaving the site to make sure no debris can fall from the vehicle during transportation.
  4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- B. Site:
1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage. Contractor shall document all daily inspections.
  2. Weekly, and more often if necessary, remove, completely, all accumulated scrap, debris, and waste material from the site.
  3. Maintain the site in a neat and orderly condition at all times.
  4. Mowing of grass within the construction limits is required at a minimum of every two (2) weeks during the active growing season, or as directed by the Engineer or Owner.

### **3.02 FINAL CLEANING**

- A. "Clean," for the purpose of this section, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by material sweepers and vacuums.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.01 above.
- C. Site:
1. Unless otherwise specifically directed by the Owner or Engineer, broom clean paved areas on the site and public paved areas adjacent to the site.
  2. Completely remove resultant debris.
- D. Schedule final cleaning as approved by the Owner or Engineer to enable the Owner to accept a completely clean Work.

### **3.03 CLEANING DURING OWNER'S OCCUPANCY**

- A. Should the Owner occupy the Work or any portion thereof, prior to its completion by the Contractor, and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Engineer or Owner in accordance with the Division 0 and Division 1 Specifications.

**3.04 INTERVENTION OF OWNER**

- A. If the Contractor fails to clean up any debris which is deposited as a result of construction/demolition operations, or fails to mow grass as stipulated, the Airport Authority will, after attempting one notification, immediately do so and the cost thereof will be charged to the Contractor at the rate of two hundred and fifty dollars (\$250.00) per hour, per machine and per person additively. The Contractor shall assume full responsibility for failure to perform clean up operations required.

**END OF SECTION 01741**

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**DIVISION 1 - SECTION 01770****CONTRACT CLOSEOUT****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Procedures and requirements for closing out the Work.
  - 1. Closeout submittals.
  - 2. Final cleaning.
  - 3. Record Documents.
  - 4. Substantial completion.
  - 5. Final inspection.
  - 6. Final payment.
  - 7. Warranties.

**1.02 RELATED REQUIREMENTS AND SECTIONS**

- A. Section 01100 - Summary of Work, Sequence of Construction & Liquidated Damages.

**1.03 CLOSEOUT SUBMITTALS**

- A. Record documents of the constructed work.
- B. Certificate of Occupancy.
- C. Warranties: This Section and applicable Sections of these Specifications.
- D. Contractors Affidavit of Payment of Debts and Claims and Contractors Affidavit of Release of Liens.
- E. Consent of Surety to Final Payment.
- F. As-built drawings.

**1.05 FINAL CLEANING**

- A. Clean work and storage areas free of trash. Broom clean and hose wash walks and pavements.

**1.06 RECORD DOCUMENTS**

- A. Definition:
  - 1. Dimensioned drawings showing in-place components and systems measured as accurately as practicable.
  - 2. Product data and other documents clearly identifying proprietary product and equipment incorporated into the Work.
- B. Maintain at job site one record copy of:
  - 1. Contract Drawings and As-built Drawings.
  - 2. Project Manual.

3. Addenda.
  4. Approved shop drawings.
  5. Contract Modifications.
  6. Field test records.
  7. Meeting minutes (notes).
- C. Make documents available at all times for inspection by Engineer and Owner.
- D. Marking Devices:
1. Use colored felt marking pens for marking prints and product data.
- E. Label each document "PROJECT RECORD" in 1" high printed letters.
- F. Record information concurrent with construction progress. Do not conceal any work until required information has been recorded.
- G. Submittal of Record Documents:
1. At completion of the Work, deliver Record Documents to Owner or Engineer with request for Final Payment.
  2. Accompany submittal with transmittal letter indicating:
    - a. Date
    - b. Project title
    - c. Contractor's name and address
    - d. Title and number of each record document
  3. Submit one reproducible copy and one electronic copy of Record Documents, and provide one copy of other Record Documents.
  4. Provide one AutoCAD Diskette

#### **1.07 SUBSTANTIAL COMPLETION**

- A. When Contractor considers the Work to be substantially complete as defined in Conditions of the Contract, Contractor shall prepare and submit a list (punch list) of items to be completed or corrected. Upon receipt of Contractor's list, Owner or Engineer will decide if the Work is substantially complete and, if necessary, will prepare a supplemental list (punch list) of items to be completed or corrected.
- B. Failure to include items on the punch list does not alter responsibility of Contractor to complete work according to Contract Documents.
- C. Before Owner or Engineer issues a Certificate of Substantial Completion, Contractor shall provide certificate of Use and Occupancy and evidence of approval from applicable governing authorities.

#### **1.08 FINAL INSPECTION**

- A. When Owner or Engineer receives written notice that the Work is ready for final inspection, and when final application for payment is received, Owner or Engineer shall promptly inspect to determine if the Work complies with the Contract Documents.
- B. Provide Owner or Engineer with written status report of each punch list item before final inspection.

#### **1.09 FINAL PAYMENT**

- A. Final payment will be made to contractor by Owner within 45 days after:

1. Completion of the Work.
2. Acceptance by Owner and Engineer of all work performed under the Contract.
3. Receipt of Project Record Documents.
4. Receipt of O & M data, manufacturer's instructions, service manual, parts manual, warranties, and other closeout submittals specified. O & M data must include a list of recommended vendors for any non-standard replacement parts and must include a detailed Preventative Maintenance guide with a schedule of suggested efforts.
5. Preparation by Contractor and approval of Owner of final statement of cost of the completed Work. Final statement shall indicate:
  - a. Original Contract Sum.
  - b. Previous Change Orders.
  - c. Deductions for liquidated damages.
  - d. Other applicable adjustments to Contract Sum.
  - e. Total Contract Sum as adjusted.
  - f. Previous Payments.
  - g. Final payment remaining due.
6. Upon completion by Contractor of work covered by Contract Documents, and before final payment to Contractor for work performed, Contractor shall deliver to Owner an affidavit, indicating that all labor and material used on or for execution of the Work has been paid.

#### 1.10 WARRANTIES

- A. Provide duplicate notarized copies of warranties required by Contract Documents. Accumulate executed documents by subcontractors, suppliers, and manufacturers; provide table of contents and assemble in binder with durable plastic cover properly titled.
- B. Warranties are in addition to and not a limitation of other rights Owner may have against Contractor under the Contract Documents.
- C. Contractor shall bear costs of correcting work not complying with warranty requirements.
- D. Duration of warranties required by individual Sections shall indicate minimum times and shall not relieve Contractor of obligations required under applicable statutes or other Conditions of the Contract.
  1. Warranty period begins on date of Substantial Completion, except where modified by Conditions of the Contract.
  2. Warranties are non-prorated unless stated otherwise in these Specifications.
- E. Manufacturer's warranties shall be backed by assets of manufacturer and not a third party.
- F. Warranties shall be transferable.
- G. Submit warranties to Owner or Engineer for verification and submittal to Owner with Contractor's final Application for Payment.
- H. Re-submit warranties that do not comply with Contract Documents.

**PART 2 - PRODUCTS** (not applicable)

**PART 3 - EXECUTION** (not applicable)

**END OF SECTION 01770**

**DIVISION 1 – SECTION 01771**  
**AFFIDAVIT OF CONTRACTOR**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn according to Law,  
(Name of Affiant)

deposes and says that he is the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_, the Contractor, in a  
(Name of Contractor)

Construction contract entered into between the Contractor and Memphis-Shelby County Airport Authority, the Owner, for the construction of Obstruction Clearing - South Of MEM Airfield, MSCAA Project No. 19-1426-01, and that he is authorized to and does make this Affidavit on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said Construction Contract.

Affiant further says that all persons who have furnished materials, labor, and equipment in connection with the construction of the facilities have been paid in full, and that the names of all manufacturers, materialmen, subcontractors and DBE subcontractors that furnished any material and/or services in connection with such construction and the kind of kinds of material and/or services so furnished are as listed hereinafter.

Affiant further certifies that he/she is familiar with the materials used in the construction of and incorporated into, the Project referenced above and attests that no asbestos-containing materials, either friable or otherwise, were used in the process of constructing or incorporated into the construction of the Project.

\_\_\_\_\_  
(Signature of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

Name of Entity

Kind of Material and/or Service





**DIVISION 1 – SECTION 01772**

**FINAL LIEN WAIVER AND RELEASE  
PRIME CONTRACTOR**

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

The undersigned \_\_\_\_\_ (hereinafter “Contractor”) has entered into a Contract with the Memphis-Shelby County Airport Authority (“Owner”) for the construction of improvements known as the:

Obstruction Clearing - South Of MEM Airfield  
Memphis International Airport  
MSCAA Project No. 19-1426-01 (hereinafter “the Project”).

Upon the receipt of the sum of \$ \_\_\_\_\_, the undersigned forever waives and releases any and all liens or claims of liens it has upon the foregoing described real property on account of labor, materials, equipment or services furnished for said Project. The undersigned certifies that all payments have been made for all work/materials performed to date for all subcontractors and suppliers with the exception of the amount due as a result of the payment amount shown above; and, that all subcontractors and suppliers will be paid all balances due upon receipt of the payment amount shown above. Further, the undersigned does hereby waive, release and relinquish any and all claims or demands against the Owner and Engineer of the above-described Project, the right to assert a mechanic’s and materialmen’s lien and/or any claim for quantum meruit or unjust enrichment, additional work, verbal agreements, increased cost, scheduling damages, including, but not limited to damages for delay, disruption, acceleration and/or interference, whether existing now or arising in the future.

The undersigned certifies and warrants that it has complied with all federal, state and local tax laws, including Social Security laws and Unemployment Compensation laws and workers’ compensation laws insofar as applicable to the performance of the Project. Further, the undersigned certifies and warrants that it has paid all of its subcontractors, vendors, and materialmen for services rendered in connection with the construction and improvement of the Project and that all labor, materials and equipment are free and clear of claims, security interests, indebtedness or encumbrances. The undersigned agrees to indemnify and hold harmless the Owner and the Engineer from and against any and all claims, damages, losses and expenses, including but not limited to, attorney’s fees, arising out of or resulting from any non-payment by the undersigned to any subcontractor, laborer, vendor or materialman for the Project.

As of this date, no mechanics’ or materialmen’s liens have been filed of record arising out of or related to the work performed by the undersigned.

Given under hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR**

\_\_\_\_\_

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

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

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, a notary public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged such person to be \_\_\_\_\_, an officer authorized to execute the instrument, of \_\_\_\_\_, the within named bargainor, a corporation, and that such officer, as such \_\_\_\_\_, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as \_\_\_\_\_.

Witness my hand and seal, at office, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**END OF SECTION 01772**

**DIVISION 1 – SECTION 01774**  
**CONTRACTOR WARRANTY FORM**

PROJECT: MSCAA Project No. 19-1426-01, Obstruction Clearing - South Of MEM Airfield

LOCATION: Memphis International Airport, Shelby County, Tennessee

OWNER: Memphis-Shelby County Airport Authority

We \_\_\_\_\_, Contractor  
(Company Name)

for the above-reference project, do hereby warrant all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year.

This warranty commences on \_\_\_\_\_ and expires on \_\_\_\_\_.

This warranty covers that portion of the project described below:

**ALL MATERIALS, LABOR, AND EQUIPMENT IN CONNECTION WITH THE CONSTRUCTION OF THE FACILITIES OF THE ABOVE REFERENCED CONTRACT.**

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.

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.

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.

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.

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.

DATE: \_\_\_\_\_ FOR: \_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF SECTION 01774**

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**DIVISION 1 – SECTION 01775**

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

To: Memphis-Shelby County Airport Authority  
2491 Winchester Road, Suite 113  
Memphis, TN. 38116-3856

Regarding Contract for: Obstruction Clearing - South Of MEM Airfield

Project: 19-1426-01

Dated: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

\_\_\_\_\_  
(here insert name and address of Surety Company)

\_\_\_\_\_, SURETY COMPANY,

on bond of \_\_\_\_\_  
(here insert name and address of Contractor)

\_\_\_\_\_, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Memphis-Shelby County Airport Authority, OWNER.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

Attest:  
(Seal):

**END OF SECTION 01775**

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**DIVISION 1 – SECTION 01784**  
**MANUFACTURER'S SUPERVISION**

**1.01 DESCRIPTION**

A. Work included:

1. Furnishing Manufacturer's Supervision

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.

**1.02 SERVICES**

A. Furnish the services of authorized qualified manufacturer's representatives as required to supervise the installation, testing, initial starting, adjusting, and initial operation of each equipment item or any other item designated by the Contract Documents and included in this Contract.

**END OF SECTION 01784**



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