



**TAKE OFF WITH US**

**Memphis**

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INTERNATIONAL AIRPORT

**Pre-Bid Meeting**

**Charles Baker Pavement Improvements - Construction MSCAA**

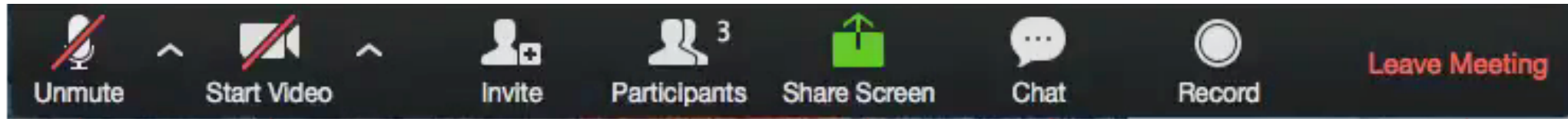
**Project No. 18-1420-01**

**Tuesday, April 16, 2024; 1:00 p.m. – 2:30 p.m.**

# MEETING AGENDA

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

# USING MS TEAMS



↑  
unmute mic  
only when it's  
your turn to  
speak



↑  
turn webcam  
on/off



↑  
raise your hand  
or view who else  
is in the meeting



↑  
share your  
screen when  
it's your turn to  
present

↑  
join the chat  
discussion or  
share links

↑  
leave the  
meeting at  
the end of  
class

# INTRODUCTIONS, RESPONSIBILITIES, AND LINES OF COMMUNICATION

## Project Team:

### Owner:

Memphis-Shelby County Airport Authority (MSCAA)

### Designer:

Barge Design Solutions

### Program Management:

Parsons Transportation Group



# BID PACKAGE SUBMITTALS

Bid documents are available online at [www.flymemphis.com/rfps-rfq](http://www.flymemphis.com/rfps-rfq).

The screenshot shows the Memphis International Airport website. At the top, there is a navigation menu with links for FLIGHTS, PARKING & TRANSPORTATION, PASSENGER GUIDE, ABOUT MEM, and CONNECT. The main header features the Memphis International Airport logo and the text "RFB No. 18-1420-01 Charles Baker Pavement Improvements - Construction". Below this is a table with bid details. To the right of the table is a search bar and navigation links. At the bottom of the table is a button to return to the main Bids/RFPs/RFQs page.

Bid / RFP / RFQ Name	Date Issued	Sealed Bids will be received by:
<b>Charles Baker Pavement Improvements - Construction</b> RFB No. 18-1420-01	April 3, 2024	May 9, 2024 at 2pm Central Time
<b>PRE-BID MEETING</b> A Virtual Pre-Bid Meeting will be held <b>Tuesday, April 16, 2024 at 1:00 p.m. local time</b> via phone/video conferencing.  <b>Meeting Link:</b> <a href="https://teams.microsoft.com/join/19%3ameeting_MW10QDEwMzYtNDg5Zi00Mzc5LWEvY2YtMjQzMjI0YTJlNTU1NDU1%40thread_v2/0?context=%7b%22Tid%22%3a%227d15b138-6f30-4477-b779-756687956003%22%2c%22Oid%22%3a%22c3c4eee2-eefd-4dbe-994e-fa56f2028f8a%22%7d">https://teams.microsoft.com/join/19%3ameeting_MW10QDEwMzYtNDg5Zi00Mzc5LWEvY2YtMjQzMjI0YTJlNTU1NDU1%40thread_v2/0?context=%7b%22Tid%22%3a%227d15b138-6f30-4477-b779-756687956003%22%2c%22Oid%22%3a%22c3c4eee2-eefd-4dbe-994e-fa56f2028f8a%22%7d</a>  Meeting ID: 212 145 892 897 Passcode: pZTIQt Local phone #: 872-242-8851 Conference ID: 579 470 539#		
<b>LEGAL NOTICE</b> Please <a href="#">click here</a> to download the Legal Notice.		

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

TRANSLATE  
English

NAVIGATE

- Home
- Flights
- Nonstop Destinations
- Parking & Transportation
- Passenger Guide
- About MEM
- Modernized Concourse
- Press Room
- Connect

Please check for updates, addendums, etc.

# BID PACKAGE SUBMITTALS

Bid Package **Required** Contents:

- Bid Envelope
- Bid (Specification 00405)
- Bid Guarantee (Specification 00410)
- DBE Assurance Statements – **one each per DBE partner** (Specification 00445)
- DBE Goals Accomplishment Statement (Specification 00445)
- Information on All Firms that Provide Bids or Quotes (Specification 00445)
- Written quote or Bid 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 Bid either circled and/or highlighted.
- Signed Addenda (if applicable)
- Summary (on company letterhead) of respondent's proposed team, qualifications, and schedule.

**Refer to Specification 00200 – Instructions to Bidders/Proposers for full instructions**

# BID PACKAGE SUBMITTALS

## Submit Bids to:

MSCAA Procurement Department  
4150 Louis Carruthers Drive  
Memphis, TN 38116

## Bids due:

Thursday, May 9, 2024  
2:00 p.m., local time

Approx. 30 minutes after, bids will be opened and publicly read via phone/video conference; the link at can be found on MSCAA website under <https://flymemphis.com/rfps-rfqs/rfb-no-18-1420-01-charles-baker-pavement-improvements-construction/>

Bids are good for **seventy-five (75)** days



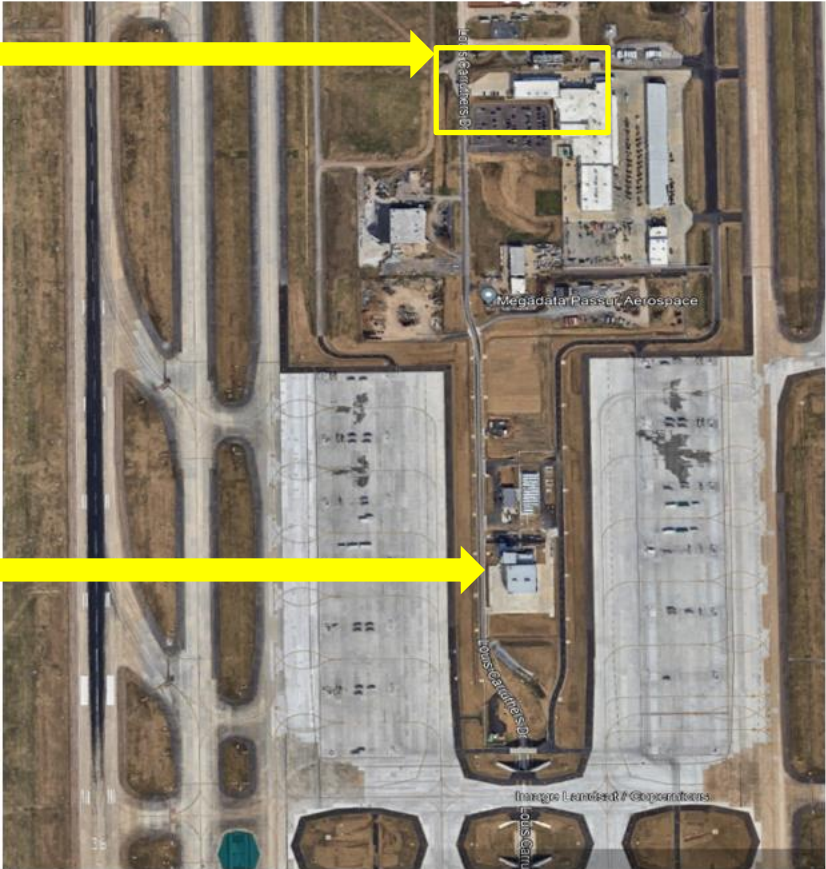
# BID PACKAGE SUBMITTALS



**Procurement Warehouse  
4150 Louis Carruthers Dr.**

**Louis Carruthers Dr.**

**Shelby Drive**





# SIGN IN SHEET

- Although this is a NOT mandatory pre-bid meeting; all Prime Contractors who intend to submit a Bid are encouraged to sign-in to register their attendance.
- To sign-in, please send an email to [bidquestions@flymemphis.com](mailto:bidquestions@flymemphis.com) or via Chat stating your name, company name, whether you are a prime or subcontractor, email address, office and cell phone numbers.

# SITE VISIT

A site visit will be held on Wednesday, April 17, 2024, from 10:00 a.m. until 11:30 a.m. at Charles Baker Airport, 3870 Fite Rd, Millington, TN 38053.

If inclement weather occurs, the site visit will be rescheduled, and information will be placed on the MSCAA website.

# OVERALL SCOPE OF WORK

The scope of work generally consists of full depth reclamation and asphalt overlay of existing apron and taxilanes at the Charles Baker Airport. Work efforts include, but are not necessarily limited to, earthwork, drainage improvements, asphalt paving, tack coat, seal coat, pavement markings, and other efforts as necessary.

The project also includes two additive alternates consisting of additional pavement rehabilitation (approx. 2,000 SY total) if there is sufficient funding. The rehabilitation scope is full depth reclamation and asphalt overlay. Work efforts include, but are not necessarily limited to, asphalt pulverization, full depth reclamation, asphalt paving, tack coat, seal coat, pavement markings, and other efforts as necessary.

# Q&A PROCESS

- Please utilize the chat option to ask questions during the pre-bid meeting.
- All questions **must** be submitted to [bidquestions@flymemphis.com](mailto:bidquestions@flymemphis.com); include \_project name and number in subject line.
- Questions not submitted in this manner will not be provided with a formal answer.
- Question deadline: 5:00 p.m. local time, Thursday, April 25, 2024.
- We anticipate responses will be provided in an addendum by **Tuesday, April 30, 2024**, and will be posted on the MSCAA website – [www.flymemphis.com](http://www.flymemphis.com) .

# ANTICIPATED DATE SEQUENCE

- Q & A w/ addendum posted to the website by EOB no later than **Tuesday, April 30, 2024.**
- Award/Contract – *Precise timing to be determined.*
- General sequence:
  - Identification of lowest responsive bidder – May 2024
  - Notice of Intent to Award – May 2024
  - Contract Review/Execution – May 2024
  - NTP – June 2024
  - Completion – September 2024

\*Continue to monitor [www.flymemphis.com](http://www.flymemphis.com) website for addenda after **04/03/24**

# Procedures, Protocol, and General Contract Requirements

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# GENERAL CONTRACT REQUIREMENTS

## DBE Requirements – Section 00445

ReGina Armstrong – Senior Manager,  
Business Diversity Development

DBE Goal (base bid): 24%

DBE Goal (add. alternate 1): 23%

DBE Goal (add. alternate 2): 23%

04/03/24

### DIVISION 0 – SECTION 00445

MSCAA 18-1420-01

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

MSCAA operates a federal Disadvantaged Business Enterprise (DBE) Program<sup>1</sup> to ensure full and fair opportunities in MSCAA contracting for businesses owned by socially and economically disadvantaged individuals. Only firms that are certified consistent with 49 CFR Part 26 and the 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 race, color, national origin or sex. 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. (49 CFR Part 26.53(b)) 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 amount(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

<sup>1</sup> The Authority also operates a non-federal Business Diversity Development Program (BDDP). The Authority administers the BDDP Program according to federal regulations, primarily 49 CFR Part 26.

# GENERAL CONTRACT REQUIREMENTS

## DBE Requirements

04/03/24 MSCAA 18-1420-01  
Project No. \_\_\_\_\_  
**DBE ASSURANCE STATEMENT/LETTER OF INTENT**

**RESPONDENT:**  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**DBE:**  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Description of work to be performed by DBE:**  
\_\_\_\_\_  
\_\_\_\_\_

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

The Respondent is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_, which is \_\_\_\_\_% the total Alternate #1 bid proposal.

The Respondent is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_, which is \_\_\_\_\_% the total Alternate #2 bid proposal.

**AFFIRMATION**

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

By: \_\_\_\_\_  
Signature of DBE and Title Date Name

By: \_\_\_\_\_  
Signature of 2<sup>nd</sup>/3<sup>rd</sup> Tier Subcontractor and Title Date Name

If the Respondent does not receive award of the prime contract, any and all representations in this letter of Intent and Affirmation shall be null and void. If the Respondent does receive award of the prime contract, Respondent commits to using the DBE subcontractor listed and described above to meet the DBE contract goal, pursuant to 49 CFR Part 26.

By: \_\_\_\_\_  
Signature of Respondent and Title Date Name

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

ISSUED FOR BID 00445 Page 1

04/03/24 MSCAA 18-1420-01  
Project No. \_\_\_\_\_  
**RESPONDENT DBE GOALS ACCOMPLISHMENT STATEMENT**

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

\_\_\_\_\_ The Respondent is committed to a minimum of \_\_\_\_\_% 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)**

ISSUED FOR BID 00445 Page 2 Project No. \_\_\_\_\_





# GENERAL CONTRACT REQUIREMENTS

## DBE Requirements

04/03/24 MSCAA 18-1420-01

**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)**

ISSUED FOR BID 00445  
Page 3

# GENERAL CONTRACT REQUIREMENTS

## DBE Requirements

04/03/24 MSCAA 18-1420-01

**(DO NOT SUBMIT THIS PAGE ON LETTERHEAD)**

Received: _____ Date: _____	Project Name: _____
Sr. Manager of BDD	Project No.: _____

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS FOR SUBCONTRACTS**

Memphis-Shelby County Airport Authority (MSCAA) operates a federal Disadvantaged Business Enterprise (DBE) Program to ensure full and fair opportunities in MSCAA contracting for businesses owned by socially and economically disadvantaged individuals, which is governed by 49 CFR Part 26. This document sets forth DBE provisions that must be included in all contracts and subcontracts for the subject project as required by federal regulations. **A SIGNED COPY MUST BE (1) SUBMITTED TO THE MSCAA DBE LIAISON OFFICER AND (2) INCLUDED IN YOUR SUBCONTRACT AS AN EXHIBIT TO ANY UNDERLYING AGREEMENT FOR THE SUBJECT PROJECT.**

The undersigned parties agree and acknowledge that this document shall be deemed to form, be read and construed as, as if stated verbatim therein, part of any agreement between the parties related to the subject project. This document is an agreement wherein the parties accept, agree to, and incorporate federally mandated contractual provisions into any underlying agreement for the subject project as well as acknowledge applicable federal and local DBE rules and regulations. **THE TEXT CONTAINED IN THIS DOCUMENT CANNOT BE REVISED, ALTERED, OR OTHERWISE MODIFIED BY THE PARTIES. THIS IS A FINAL DOCUMENT.**

Any subcontract for the subject project shall be governed by regulations set forth in 49 CFR Part 26 and MSCAA DBE program rules and regulations, including but not limited to the following:

- Assurance** (49 CFR 26.13(b)): The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 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 recipient 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.
- Prompt Payment** (49 CFR 26.29): The prime contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 15 days after the prime contractor's receipt of payment for that work from MSCAA. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by MSCAA. When MSCAA 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. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause and written approval of the MSCAA. Retainage will not be withheld on this project. No retainage will be withheld by the MSCAA from progress payments due the prime contractor. Retainage by the prime or subcontractors is prohibited. No retainage will be held by the prime from progress due subcontractors.
- Termination/Substitution** (49 CFR 26.53): The prime contractor may not terminate or substitute any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MSCAA. The prime contractor must follow the procedures set forth in 49 CFR 26.53(f).
- Continuing Participation**: DBE participation in a contract must be counted in accordance with 49 CFR 26.55 and applicable guidance.
- DBE Independence**: Only an independent business may be certified as a DBE. An independent business is one the viability of which does not depend on its relationship with another firm or firms. Determination of ownership and control of a DBE is governed by 49 CFR 26.71.
- DBE Liaison Officer (DBELO)**: For DBE-related questions, issues, and disputes, please contact the MSCAA DBELO (contact information found at <https://flymemphis.com/business-diversity-development-program/>). The current DBELO is Regina Armstrong, who may be reached at 901-922-0167 or rarmstrong@flymemphis.com.

00445 ISSUED FOR BID

Page 12

04/03/24 MSCAA 18-1420-01

This document shall control and supersede any inconsistency, conflict or ambiguity contained in any underlying agreement between the parties for the subject project as to the procedures, processes, or subject matter set forth in this document or otherwise governed by 49 CFR Part 26 and/or other applicable MSCAA DBE program rules and regulations.

PRIME CONTRACTOR: _____	SUBCONTRACTOR: _____
SIGNATURE: _____	SIGNATURE: _____
TITLE: _____ DATE: _____	TITLE: _____ DATE: _____

v.1.10.24

ISSUED FOR BID

00445 Page 13

# GENERAL CONTRACT REQUIREMENTS

## Owner-Controlled Insurance Program (OCIP)

### Section 00500 Exhibit C

John Shorten  
Starla Lacey

Willis Towers Watson

EXHIBIT C  
TO  
UNIT PRICE CONSTRUCTION CONTRACT  
FOR  
CHARLES BAKER PAVEMENT IMPROVEMENTS - 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

Page 32

Contract: Contractor Name  
Charles Baker Runway Pavement Improvements - Construction  
MSCAA Project No. 18-1420-01



# GENERAL CONTRACT REQUIREMENTS

## Owner-Controlled Insurance Program (OCIP)

While **on-site** and **until commencement of warranty period**, **MSCAA** will provide through an OCIP the following coverages:

### Workers' Compensation

Part One - Workers' Compensation	TN State Requirements
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

### Commercial General Liability

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

### Umbrella and Excess Liability

Each Occurrence Limit	\$100,000,000
General Aggregate Limit	\$100,000,000

### Builder's Risk

#### Deductibles On Owner Provided Coverages (Contractor responsibility)

Workers Compensation	None
Commercial General Liability	\$10,000
Builder's Risk	\$25,000

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.



# GENERAL CONTRACT REQUIREMENTS

## Owner-Controlled Insurance Program (OCIP)

For **off-site** and **from commencement of warranty period while on-site**, **contractor** will provide

### Workers Compensation

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

### Commercial General Liability

General Aggregate Limit (Other than Products – Completed Operations)	\$2,000,000
Product-completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	\$1,000,000
Each Occurrence Limit	\$1,000,000

### Automobile

Combined Single Limit	\$1,000,000
-----------------------	-------------

### Umbrella and Excess Liability

Prime	\$ 5,000,000
All other contractors	\$ 1,000,000

### Other coverages we may require (please read the contract):

Professional Liability, Contractors Pollution Liability, Contractors Equipment Insurance, Aviation Liability

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.



# GENERAL CONTRACT REQUIREMENTS

## Other noteworthy clauses

1. All contractor insurers must have AM Best Rating of A- VII or better
2. All contractor coverages must provide Waivers of Subrogation in favor of MSCAA
3. MSCAA must be added as an Additional Insured to contractor coverages
4. All contractor coverages are primary and non-contributory to any coverages MSCAA may have
5. All sub-contractors of every tier must provide required coverages
6. Note requirements regarding Project Safety
7. Details of OCIP enrollment will be managed at Pre-Con

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.

# GENERAL CONTRACT REQUIREMENTS

## Airport Construction Safety Requirements – Section 00801 & 00500-Exhibit D

Aaron Hascher, CM & ACE  
MSCAA - Safety Program Manager

Wes Shelby  
Willis Towers Watson

04/03/24 MSCAA 18-1420-01

**DIVISION 0 – SECTION 00801**  
**AIRPORT CONSTRUCTION SAFETY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY**

A. This section contains the minimum level of safety requirements for construction projects at Memphis International Airport, General DeWitt Spain Airport, and/or Charles W. Baker Airport.

B. Related work:

1. Other contract documents affecting construction safety include, but are not limited to, the DIVISION 0 AND DIVISION 1 specifications.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

**3.01 CONTRACTOR PERSONNEL SAFETY ORIENTATION**

A. The Contractor shall be responsible for briefing all construction personnel on the requirements contained in this section prior to their working in the construction area and at periodic intervals throughout the course of the contract. These briefings will be documented in writing.

**3.02 SCHEDULING WORK**

A. See Specification section 01100, SEQUENCE OF CONSTRUCTION & LIQUIDATED DAMAGES.

B. See General Provision Section 80, Paragraph 80-04, Limitation of Operations.

**3.03 CONSTRUCTION SECURITY**

A. See Specification section 00802, AIRPORT SECURITY REQUIREMENTS.

**3.04 LIMITATION ON CONSTRUCTION**

A. The limits of construction, material storage areas, equipment parking and other areas defined as available for the contractor's exclusive use during construction shall be identified and defined by the contractor prior to starting work on the project. Temporary barricades, flagging and flashing caution lights may be required at access points, taxiway crossings and pavement tie-ins. The type markings, barricades and flashing caution lights are designated on the construction plans and must be inspected and approved by the Airport Authority.

B. The Contractor shall store all materials and park construction equipment, when not in use only in the areas designated on the plans or during the pre-construction conference.

C. Stockpiling of dirt and construction materials shall be constrained in a manner preventing movement resulting from jet blast or wind in excess of 10 knots.

D. Construction debris, waste, wrappings or loose material capable of causing damage to aircraft

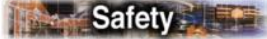

**ISSUED FOR BID** 00801  
Page 1

**EXHIBIT D**  
**TO**  
**UNIT PRICE CONSTRUCTION CONTRACT**  
**FOR**  
**CHARLES BAKER PAVEMENT IMPROVEMENTS - CONSTRUCTION**

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

CONSTRUCTION SAFETY AND HEALTH GUIDELINES  
**Memphis-Shelby County Airport Authority**

**Construction Safety and Health Guidelines**



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

Page 64

Contract: Contractor Name  
Charles Baker Runway Pavement Improvements - Construction  
MSCAA Project No. 18-1420-01





# GENERAL CONTRACT REQUIREMENTS

## Safety

- Contractor shall develop their own written **site-specific safety and health plans** for the Memphis-Shelby County Airport Authority
- Your Safety and Health Plan shall, at a minimum, meet the requirements of 29 CFR1926 – Federal OSHA Construction regulations
- Each Contractor is responsible for protecting the health and safety of its employees and the employees of each subcontractor and sub-subcontractor while ensuring they have a safe and healthful place to work.
- **The site-specific safety and health program shall be submitted to the MSCAA Safety Program Manager within fifteen (15) days after the Notice to Proceed.**
- Have an active return to work program
- In case of emergency, contact **911**

# GENERAL CONTRACT REQUIREMENTS

## Airport Security Requirements – Section 00802

- Airport Badging **is not** required
- Construction will take place in non-secured area.
- Project Specific Security Requirements

04/03/24

MSCAA 18-1420-01

### DIVISION 0 – SECTION 00802

#### AIRPORT SECURITY REQUIREMENTS

##### PART 1 GENERAL

##### 1.01 CONTRACTORS SECURITY AND VEHICLE PROCEDURES OVERVIEW

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

##### 1.02 DEFINITIONS

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

ISSUED FOR BID

00802  
Page 1

# GENERAL CONTRACT REQUIREMENTS

## Contractor's Project Schedule – Section 01320

At pre-construction meeting, contractor shall provide a copy of project schedule; it is to be updated weekly as the job progresses.

04/03/24 MSCAA 18-1420-01

**DIVISION 1- SECTION 01320**  
**SCHEDULES AND REPORTS**

**PART 1 GENERAL**

**1.01 SUMMARY**

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

B. Related Work:

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

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

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

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

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

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

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

01320  
Page 1

**ISSUED FOR BID**



# ENVIRONMENTAL ITEMS

**Scope of Work includes over 1 acre of soil disturbance – actual is around 3 acres total**

- Stormwater construction permit is required
  - Contractor is responsible for
    - Notice of Intent (NOI) + \$250 processing fee; airport will provide SWPPP and assist with the NOI coordination
    - Bi-weekly EPSC inspection by a certified Level I inspector until reach 75% stabilization – sod
    - Replacement/Repair of EPSC as required



(Suggest phasing disturbance to minimize EPSC issues)



# ENVIRONMENTAL ITEMS

- Mobile Fuel tanks - must be double-walled or stored within containment and must be permitted by the City Fire Inspector
- Recommend having spill kit material onsite to respond to spills and releases, as needed
- **Must report all spills/release to Jimma Owens (922-8250)**
- Waste must be protected while onsite to prevent FOD; use of airport owned dumpster is prohibited

# Project Scope, Phasing, and Technical Review

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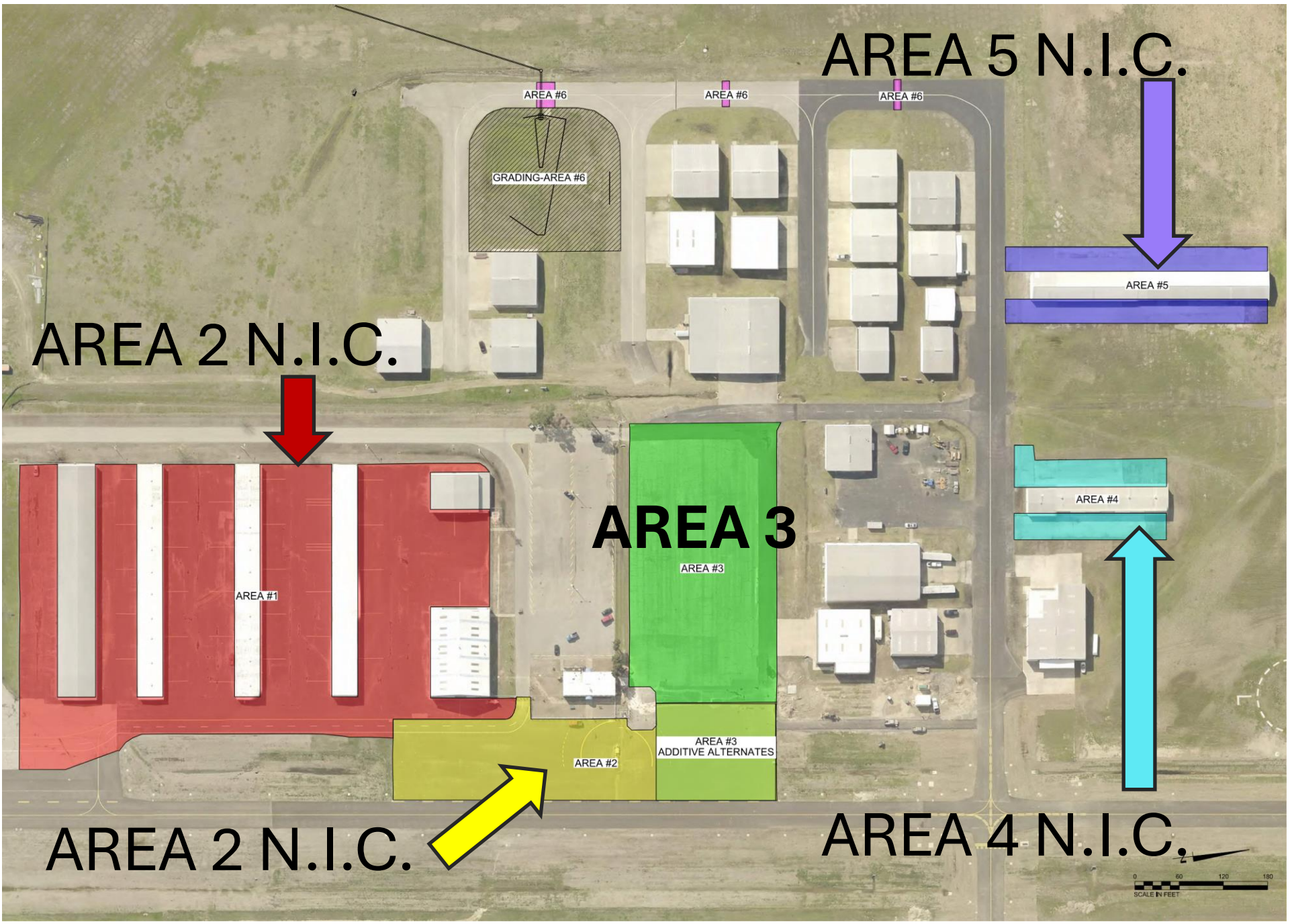
# CHARLES BAKER AIRPORT

Fite Rd

Raleigh Millington Rd

Raleigh Millington Rd





# OVERALL LAYOUT

PROJECT CONSISTS OF  
BASE BID –  
AREAS 3 & 6

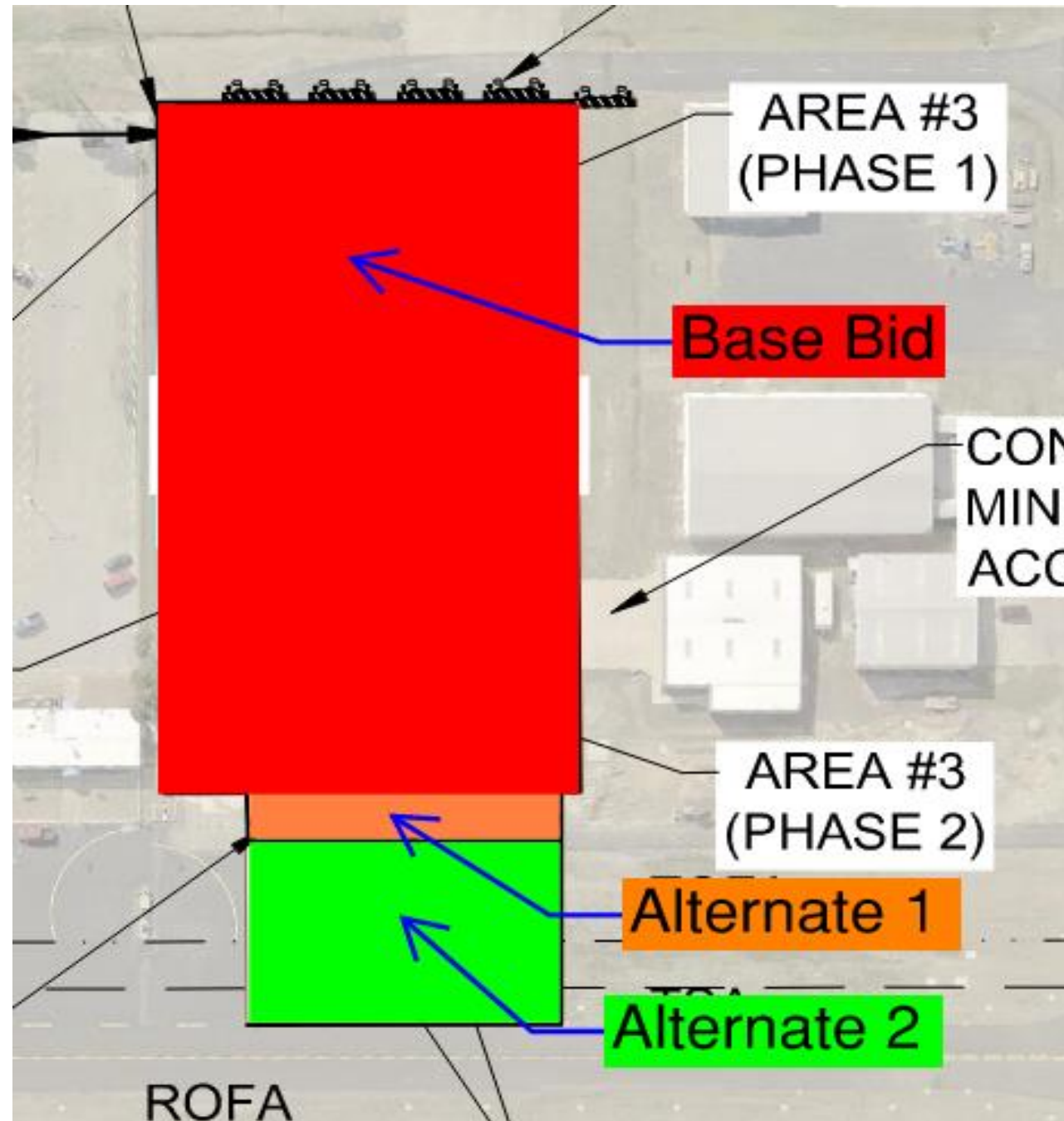
# CHARLES BAKER AIRPORT PAVEMENT IMPROVEMENTS

- **Base Bid**
  - Area 3
    - ~8,347 SY of FDR
    - ~1,291 tons of 2.5” Binder Course
    - ~775 tons of 1.5” Surface Course
  - Area 6
    - ~660 LF of 22”X13.5” Arch Pipe
    - Utility Cut Repair, 6” Crushed Aggregate & 4” Asphalt – LS
    - ~50 CY of Grading
    - ~7,460 SY of Sod

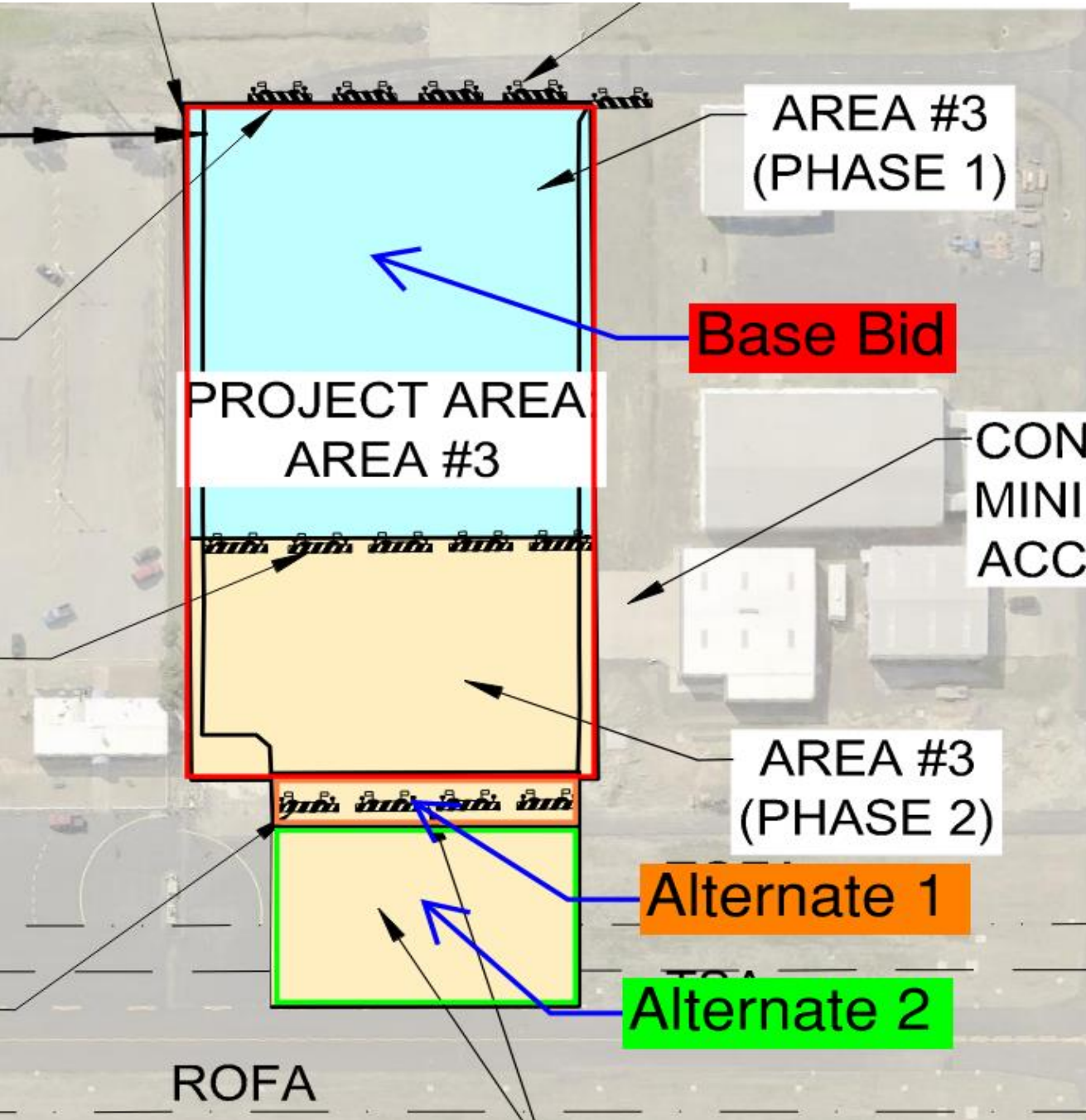
# CHARLES BAKER AIRPORT PAVEMENT IMPROVEMENTS

- Alternates (Area 3)
  - Alternate 1
    - ~556 SY of FDR
    - ~80 tons of 2.5” Binder Course
    - ~48 tons of 1.5” Surface Course
  - Alternate 2
    - ~1,838 SY of FDR
    - ~285 tons of 2.5” Binder Course
    - ~185 tons of 1.5” Surface Course

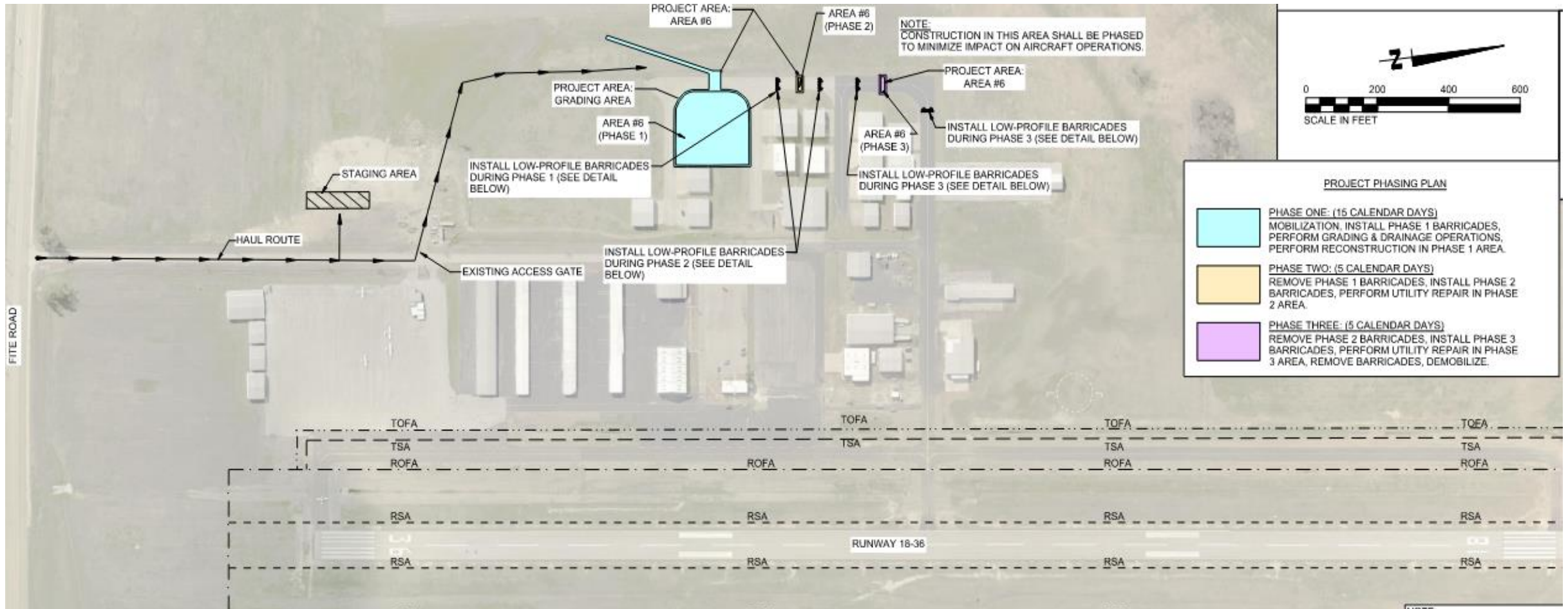
# AREA 3



# AREA 3



# AREA 6







# CHARLES BAKER PAVEMENT IMPROVEMENTS

As noted in the drawings on the previous slides, there are a few work restrictions/ existing site conditions to be aware of; attendants are encouraged to thoroughly review the documents.

- **Traffic (site access as shown)**
- **Material storage/staging requirements (staging area)**
- **Work by Others; be aware of and coordinate work with any other potential ongoing contracts**
- **Contractor shall maintain continual communication with the engineer, airport & owner to ensure coordination of the project with daily airport activities.**
- **This is a federally funded project with Federal, State and Local oversight; as previously mentioned, bids will also be vetted by the Tennessee Aeronautics Commission in May.**
- **Contractor is required to conduct all specified quality control and testing procedures. All records of these tests shall be made available to the Engineer for review. Engineer will provide quality assurance.**
- **Contractor is responsible for all survey required to layout the construction of the project**
- **Care shall be exercised when hauling heavy equipment and/or materials and shall repair any damage to existing pavements, staging areas or haul routes at no cost to the owner**
- **No equipment, personnel, vehicles, or storage of materials shall be allowed within the Object Free Area (OFA) of any open airfield pavement**

# Q&A Session

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# Q&A SESSION

Please utilize the chat option to ask questions during the pre-bid meeting.

Remember to submit questions via e-mail to [bidquestions@flymemphis.com](mailto:bidquestions@flymemphis.com); include project name and number in subject line.

All questions **must** be submitted in this format to receive a **formal** answer. MSCAA will not warranty any other kind of answer.

**Question deadline: 5:00 p.m. local time, Thursday, April 25, 2024.**



**TAKE OFF WITH US**

