

LOUISVILLE
REGIONAL
AIRPORT
AUTHORITY®



# **Tenant Improvements Manual**

**Louisville International Airport** 



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## **Chapter 1 – Introduction**

#### 1.01 **PURPOSE**:

- The Louisville Regional Airport Authority (Authority), owner and operator of the Louisville International Airport (SDF), has created this document to assist Tenants, their architects, consultants and contractors in planning and implementing construction projects at the Louisville International Airport.
- 2. For reference, this document is the TENANT IMPROVEMENT MANUAL, dated March 31, 2008 and revised September 15, 2011 (TIM), herein after referred to as TIM.
- Tenants that are beginning a construction project are required to contact the Authority and verify that they are using the most current TIM edition. It is the intent of the Authority (Properties Division) that this document be revised as needed from time to time without notice.
- 4. This Manual is applicable to all Airport Tenants, however not all language is applicable to all Tenants. This Manual may work in conjunction with other guidelines developed by the Authority that focus on other aspects of Airport Properties. The Tenant is required to contact the Authority (Properties Division) for guidance.

#### 1.02 **DEFINITIONS**:

- 1. As used throughout the Tenant Improvement Permit program, including the Tenant Improvements Manual, unless indicated to the contrary either specifically or by context, the terms listed below, and any form thereof shall have the following meanings.
  - A. Airfield Operations Area (AOA) Any area of the airport used or intended to be used for the landing, takeoff or surface maneuvering of aircraft. The AOA shall include such paved and unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways or aprons.
  - B. **Airport** The land and improvements located thereon, within the lands controlled by the Louisville Regional Airport Authority, Louisville, Kentucky and shall include Louisville International Airport.
  - C. Authority The term "Authority" shall mean the Louisville Regional Airport Authority and shall include its agents, employees and representatives when acting as its direction or on its behalf and whose mailing address is: P.O. Box 9129, Louisville, Kentucky 40209-0129. The Authority office is currently located at 700 Administration Drive, Louisville, Kentucky 40209.
  - D. **Authority's Office Hours** The Authority's office hours are 8:00 a.m. to 4:30 p.m., local time, Monday through Friday excepting legal holidays.
  - E. **Authority Representative** For purposes of the Tenant Improvement Permit Program, the Authority Representative shall be the Authority Properties Division.
  - F. **Contract Bond** The approved form of security, naming both the Tenant (the contracting agent) and Louisville Regional Airport Authority (the property owner), furnished by the contractor and its surety, on the form provided by the Authority, as a guaranty that the contractor will complete the Work in accordance with the terms of the contract, the Work Permit and will fulfill in its entirety the guarantee of the Work.
  - G. **Day** Unless otherwise indicated, day shall mean a calendar day.

- H. **Drawings or Layout** The official project drawings or exact reproductions that 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 documents submitted.
- I. **Emergency** A sudden unexpected happening or occasion for action; an unforeseen occurrence, condition or pressing necessity calling for immediate action without time for complete consideration.
- J. Equipment All machinery, together with the necessary supplies for installation, upkeep and maintenance, and also all tools and apparatus necessary for the proper and acceptable completion of the specified Work.
- K. **Furnish, Provide or Perform** To supply, install and connect up, including any necessary demolition of existing construction or equipment so that the new can be installed, complete and ready for safe and regular operation of particular work referred to unless specifically noted otherwise.
- L. Host Tenant Any person, firm or corporation who has a lease agreement with the Authority and subleases any portion of thereof to another party becomes a Host Tenant to the sublessee. Contractor submittals and Work Permit Applications cannot be accepted without the Host Tenant countersigning the application. The Host Tenant is responsible for sub-tenant compliance with the Work Permit Program.
- M. **Include, Including, Such as** The terms "include", "including", and "such as" shall always be taken in most inclusive sense, namely, "including, but not limited to", and "such as, but not limited to", unless the context indicates otherwise.
- N. **Install** To receive, unload, distribute, construct, erect, mount and connect complete with related accessories.
- O. **Lessee or Tenant** Any person, firm or corporation who has a lease, sublease or license agreement for use of Authority owned property.
- P. **Materials** Any substance specified for use in the accomplishment of the Work.
- Q. **Tenant Improvement Permit** A written notice to the Lessee in the form of an approved permit that allows the contractor to begin Work on the Airport property after all other appropriate state and local permits have been obtained and all Authority review/approval processes completed. (TIP)
- R. **Permittee** Any person, firm or corporation who has a lease, sublease or license agreement for a facility or space with the Authority or one of its leasers who has requested and obtained an approved Work Permit.
- S. **Plans** The plans, profiles, typical cross sections, standard construction drawings, working drawings and supplemental drawings, approved by the Authority, or exact reproduction thereof, which show the location, character, dimensions and details of the Work.
- T. **Project** The agreed scope of Work for accomplishing the specific Work request with respect to a particular Airport Tenant.
- U. **Project Acceptance** Project acceptance will be acknowledged by the Tenant Improvement Project Manager signing the Tenant Improvement Permit after final inspection by the Authority when all requirements of the Tenant Improvement

- Permit have been completed, including completion of all punch list items, and required authorities have finaled the building's permit.
- V. **Project Site or Job Site** The space available to the Tenant for performance of the Work, either exclusively or in conjunction with others performing other work.
- W. **Product** The term "product" shall include materials, equipment and systems.
- X. **Schedule** The planned periods of time the Tenant shall be allowed to perform the Work on the Airport as agreed to by the Authority.
- Y. Shop Drawings All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for 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 and submitted by contractor to illustrate material or equipment for some portion of the Work.
- Z. **Specifications** The directions, provisions and requirements for completing the Work, including supplemental specifications and special provisions. (May be incorporated into the plans.)
- AA. **Subcontractor** A person or entity that has a direct or indirect (lower tier) contract with a contractor to perform any of the Work at the Project Site. The term subcontractor is referred to throughout the Tenant Improvement Permit Program as if singular in number and masculine in gender and means a subcontractor or its authorized representative.
- BB. **Suitable, reasonable, proper, correct and necessary** Such terms shall mean as suitable, reasonable, proper, correct or necessary for the purpose intended as required by the Tenant Improvement Permit Program, subject to the judgment of the Architect/Engineer, the Authority Representative or the Authority.
- CC. **Supply** To purchase, procure, acquire and deliver complete with related accessories.
- DD. **Surety** The corporation, partnership or individual other than the contractor, executing bonds that are furnished to the Authority by the contractor.
- EE. **Tenant** Except where the context clearly indicates otherwise, the use of the term "Tenant" in the TIM and the Tenant Improvement Permit Program shall mean the Tenant, all contractors and subcontractors, and each of their employees, agents and representatives involved in the Project performed under the Tenant Improvement Permit. By receiving a permit under the Tenant Improvement Permit Program, Tenant promises to require all contractors and subcontractors performing work on the permitted Project to fully comply with the requirements of the Tenant Improvement Permit Program, including the Tenant Improvement Manual, and accepts full responsibility for any failure to so comply.
- FF. **Tenant Improvement Permit (TIP)** The mandatory permit all Tenants must receive from the Authority before beginning construction work on their leased property, subject to any conditions or limitations as stated or applicable.
  - TIPA Tenant Improvement Permit Application
  - TIPP Tenant Improvement Permit Program
  - TIPM Tenant Improvement Project Manager (Authority Engineering Division)

TIM – Tenant Improvement Manual (Design & Construction Standards, Processes)

- GG. **Utilities** Services to the Airport including FAA cables, electric power lines, telephone cables, computer cables, airport cables, airline communication cables, waterlines, irrigation lines, sanitary force mains, fuel and gas lines and all other similar appurtenances that may be located in the areas of construction.
- HH. Work All services (construction, reconstruction, repairs, materials or work of any nature) identified in the contract and approved by the Authority in the Tenant Improvement Permit to be provided by the Tenant.

#### 1.03 **ADMINISTRATION**:

- 1. The Authority shall be the entity that oversees and administers the guidelines and requirements established in this Tenant Improvement Manual. The intent is to have a single point of contact (Properties Division) for prospective and existing Tenants at Louisville International Airport for the purpose of coordination with Authority Guidelines. The Authority will appoint a Project Manager (Engineering Division) to each Tenant Improvement Project. The TIPM will be the point of contact for the Tenant with the Authority Engineering Division.
- 2. To facilitate this administrative function, the Tenant shall at all times cooperate with the Authority and its Project Manager and inspectors. All materials and each portion of the Work are subject to inspection by the Authority. Other federal, state and local agencies may require Tenants to have permits and inspections in addition to those required by the Authority. The Authority shall have no responsibility to insure that other permits or inspections are properly obtained, scheduled or completed. That responsibility rests solely with the Tenant; however, the Authority will not issue a permit without evidence of any other required permit having been secured. Copies of all final, signed inspection documents shall be forwarded to the TIPM prior to TIPM signoff of TIP.
- 3. The Authority Project Manager is authorized to verify that all work done and materials furnished comply with the drawings and specifications furnished to the Authority by the Tenant. Tenant shall provide access to all parts of the Work as may be required or requested by the Project Manager to complete this verification. The Authority TIPM is not authorized to issue instructions contrary to the Drawings and Specifications, or to act on behalf of the Tenant.
- 4. The Authority reserves the right to issue a Stop Work Order at any time if unsafe conditions are observed, airport security is compromised or the Tenant fails to follow the provisions of this TIM.
- 5. If the contract, the Tenant Improvement Permit Program, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Tenant, the Tenant will give the Authority timely notice of readiness. The Tenant will then furnish the Authority with the required certificates of inspection, testing or approval.
- 6. If any work is covered prior to such inspection or contrary to the written instructions of the Authority, it must be uncovered at the request of an inspector and replaced at the Tenant's expense.
- 7. Inspections, tests or approvals by the TIPM or others shall not relieve the Tenant from his obligations to perform the Work in accordance with the requirements of the Tenant Improvement Permit Program.

- 8. In addition to any quality control testing or acceptance testing required under the contract for the permitted Work, if the TIPM considers it necessary or advisable that covered Work be inspected or tested by others, the Tenant at the TIPM's request, will uncover, expose or otherwise make available for observation, inspection or testing as the TIPM may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Tenant will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. This includes substitute materials or equipment.
- 9. The Tenant shall notify the TIPM in writing when the Work is complete. At that time, the TIPM will schedule a final punch list inspection of the Project and all areas that were accessed and occupied by Tenant during construction. Any discrepancies or items noted on the punch list shall be forwarded to the Tenant for resolution prior to final closeout of the permit.
- 10. All Work that does not conform to the requirements of the Tenant Improvement Permit will be considered unacceptable unless otherwise determined acceptable by the TIPM. Unacceptable work, whether the result of poor workmanship, nonconformity with the TIP, use of defective materials, damage through carelessness or any other cause, found to exist prior to the Project Close Out of the Work, shall be removed immediately and replaced in an acceptable manner by the Tenant. The Tenant shall bear the expense of all Work of other contractors destroyed or damaged by such removal or replacement.

### **Chapter 2 – Application Process**

#### 2.01 LOUISVILLE REGIONAL AIRPORT AUTHORITY STANDARDS:

#### 1. General

- A. The Authority has established standards for design and construction within the Terminal Building. Contact the Authority (Properties) for the TIM.
- B. The Authority shall have complete authority to approve or reject any design concept for the placement or construction of any Improvements within the Terminal Building or on airport property. Their decision as to appropriateness shall be final.
- C. The Tenant shall be responsible for obtaining the Authority TIM for areas proposed for Improvements. The Authority reserves the right to require as a condition of approval of the Tenant Improvements, the restoration of the Tenant area to its original condition as it existed prior to the Tenant's Improvements.
- D. The Authority has established Signage Standards for application to the Tenant Improvements. These include Tenant Branding, Wayfinding and Advertising, as well as any other signage. Any new signage proposed by Tenant shall be submitted to the Authority (through Properties) for permitting and approval prior to installation.
- E. Curbside Services shall be governed by Authority Standards. Any Tenant Improvements or signage proposed for Curbside locations shall be submitted to the Authority for review and approval prior to installation.
- F. Rooftop Installations shall be governed by Authority Standards. The existing roof system is under warranty and no work undertaken as part of the Tenant Improvements shall take place on the Terminal Roof without Authority written approval.

#### 2. Construction Black-Out:

- A. In addition to Design Standards and Construction Standards, the Authority has established certain "Black-out" Dates on which no work may be undertaken.
  - i. Thanksgiving Week
  - ii. Christmas Week
  - iii. The week prior and the week after the Kentucky Derby (First Saturday in May)
  - iv. Other Black-out Periods as determined by the Authority.
  - v. There may be exceptions to this depending on scope, location, and work hours. To be coordinated with TIPM.
  - vi. Some deconstruction and construction tasks may be required to be done at night due to noise and dust pollution. This must be coordinated with the TIPM.

#### 3. Standards of Construction:

- A. Codes, Rules, and Regulations:
  - All work will comply with the International Building Code, Kentucky Building Code, local, state, and federal laws, rules, regulations, and codes, and accepted good architectural and engineering and construction standards and practices.

#### B. Permits:

i. Any Tenant doing work on Authority property will be fully trained and appropriately licensed to perform the work and will be familiar with and comply with all Authority, city, county, state, local, and federal codes and regulations, requirements, and standards affecting the proposed work. The Tenant will obtain all required city, county, state, or federal agency permits and submit copies to the Authority prior to the issuance of a Tenant Improvement Permit (TIP). Both the Tenant and the Contractor must sign the TIP application.

#### C. Equipment:

- Only non-marking rubber-tired dollies and equipment will be used inside buildings.
- ii. All carpeted floor areas in a work site will be protected by placing drop cloths, heavy plastic, or tarpaulins on the floor. A "walk off" mat will be placed just inside of the barricade access. Any damage to carpeting in public spaces, due to construction activity, will be repaired or replaced by the Authority at Tenant's expense.
- iii. The use of gas, diesel or propane engines in unventilated areas is prohibited.
- iv. The cleaning of concrete trucks on Authority property is prohibited.

- v. The use of any type of explosives, or the possession of firearms on Airport property.
- vi. No airspace obstructions whatsoever shall be made by the Tenant for cranes, other construction equipment, structures, and antennas, as FAA Part 77 may be involved. The Authority Properties & Engineering Division must be consulted.

#### 2.02 **EXISTING INFRASTRUCTURE:**

#### 1. General:

- A. The Existing Airport Operations shall be maintained at all times. No interruptions of any airport utility or service shall be permitted without prior Authority written approval. Should the Tenant Improvements application require interruption of an airport utility or service, Authority will schedule any required interruptions at least 48 hours in advance. Written notification of any interruptions of utilities or services shall be given to the TIPM so that all affected parties are given proper notification.
- B. Locations of existing utilities shall be obtained and verified in the field by Tenant prior to submission of the Permit Application and Supporting Documentation. The Supporting Documentation submitted by Tenant with their Application shall fully identify all existing utilities and building infrastructure that may be impacted by the Improvements.

#### 2. Protection of Building:

- A. Materials and finishes used in the Work must have a fire rating at least equal to the rating required for the type of space in which the Work is to be performed. No Work may be performed which, when complete, will result in the degradation of the fire rating for the space.
- B. Any penetration of existing ceilings or walls which will break the fire rating of the ceiling or wall must be patched with 5/8" Type X fire code sheetrock to the satisfaction of the TIPM.
- C. All new cored holes (after required x-ray in certain locations) in the slab and any existing abandoned holes shall be properly sealed and made watertight.
- D. Any ceiling access panel, wall electrical panel, junction box, now existing, must remain in its present location and cannot be covered in a manner to prevent access.
- E. Metal or fire-rated wood studs, two feet on center with 1/2" or 5/8" Type X fire code sheetrock depending on location, on both sides, is required for wall, partition or soffit construction The Authority must approve any alternative methods for wall, partition or soffit construction in advance.
- F. All floor and wall coverings must be approved by the Authority. Proposed designs for floors and wall coverings in public areas should be submitted for approval prior to the purchase of materials.
- G. Interior and exterior spray painting is prohibited unless specifically authorized in writing by the Authority. If authorized, all overspray must be fully contained within the immediate area of the operation such that no overspray is allowed to

escape the containment area, enter the HVAC system or damage any adjacent property.

- H. Any roof penetrations by contractors may be performed only as specified and approved, in writing, by the Authority. All building roof systems and building roof replacement systems shall include a 20-year manufacturer's warranty naming the Authority as the owner unless otherwise approved in writing by the Authority.
- I. Sanitary sewer lines shall be standard weight cast iron with bell, hub and spigot joints sealed with lead and oakum. Below floors, in areas unsuitable for pouring lead, only no-hub fittings approved by the Authority will be allowed. Schedule 40 PVC is allowed in certain uses consult with the TIPM.
- J. No Tenant shall remove any fire device, security system or CCTV camera without obtaining written approval of the Authority through the TIPM. It is the Tenant's responsibility to notify the Authority if temporary barricades will block the view of a CCTV camera. This is to be reviewed and approved prior to TIP. Tenant will be responsible for the cost of temporary relocation of CCTV cameras and the return to original location or the modification of the barricade. Tenant will be responsible for any and all damage done due to the removal of any fire device, security device or CCTV camera. Consult with the TIPM.
- K. No Tenant shall make any additions, modifications or changes to the public address system. Authority Building Maintenance will handle all necessary additions, modifications and changes to this system, and may charge the Tenant, the cost of such.
- L. Signs that identify Project or portions thereof are subject to approval by the Authority, to ensure conformity with Authority Signage Standards. Tenant to coordinate signage requirements with the TIPM.
- M. At no time shall any construction materials, equipment, or supplies be placed directly on the Terrazzo floor in the Terminal Building. Items may be placed on the Terrazzo floor provided there is a protective barrier that will not scratch or damage the Terrazzo floor.

#### 3. Standards of Construction:

#### A. Finishes:

i. The following Schedule of Finishes lists approved finishes for use within the Terminal Facilities. Any deviation from the materials or finishes listed must be approved by the Authority TIPM prior to installation. Any installed finishes that do not comply with these criteria or are not approved shall be removed and replaced with Authority approved finishes at the Tenants expense.

#### **Schedule of Finishes**

#### Base:

- Composite Quartz Base
- Flat Rubber Base (4")

#### Carpet:

- Lees T-94912 TB 36" carpet tile concourse
- Lees T-96761 TB 36" carpet tile gate & boarders
- Lees T-96441 TB 36" carpet tile stripe

- Lees T-96758 - TB 36" carpet tile - holdroom

#### Ceiling:

- Armstrong Ultima #1912A Beveled Tegular Humiguard plans 2' x 2' x 3/4"
- Armstrong Interlude XI 9/16" dimensional tile

#### **Ticket Counters:**

- Pitcon Stainless Steel Fossil #18 Finish
- Pitcon Stainless Steel Satin Finish
- Rimex Cambridge, Stainless Steel, Satin Finish

#### Paint:

- Level 4 Finish Pure White SW 1004 LRV 85% Tuff-Hide Primer/Eggshell
- GWB Ceiling Paint Bright White

#### Laminate:

- (Plastic) Matt Black, 193 Esse Ebony
- Resilient Floors
- Eco Surfaces Econights, Bambam Brown

#### Solid Surface:

- Zodiac Quartz, Vortex Black
- Dupont Midnight Sky

#### Plastic Laminate:

- Wilsonart 7054-60 Cherry

#### Terrazzo:

- 3/8" Epoxy 10% Georgia White #2
- 3/8" Epoxy 70% Georgia White #6
- 3/8" Epoxy 10% Old Texas Yellow #2
- 3/8" Epoxy 10% Mother Of Pearl
- 3/8" Pure White Epoxy
- 3/8" Epoxy 10% Old Texas Yellow #2
- 3/8" Epoxy 40% Old Texas Yellow #1
- 3/8" Epoxy 20% Old Texas Yellow #0
- 3/8" Epoxy 10% Raven Sand
- 3/8" Epoxy 10% Mother Of Pearl #23
- 3/8" Epoxy 5% #1379 Junta Yellow Epoxy
- 3/8" Epoxy 35% Raven Black
- 3/8" Epoxy 15% Mother of Pearl
- 3/8" Epoxy 30% Black Glass #0
- 3/8" Epoxy 20% Clear Glass #0
- 3/8" Epoxy Black Epoxy

#### Glazing:

- Clear Tempered (R5 Holdrooms)
- Rigid cell polymer 10MM Levan LTC10/2RS2000 White
- Rigid cell polymer 10MM Levan LTC10/2RS2000 Clear
- Glass 5MM Ribbed Bendheim Gen-123 (@ Starbucks Screen Wall)

#### B. Material Storage:

i. Construction material is to be stored only in spaces and in a manner specified by the Authority for the particular Project. Generally, construction material must be stored out of public view. If storage in or near a public area is permitted, a solid 8-foot barricade, at a minimum, must separate the stored materials from public access. The Tenant will work cooperatively with all other contacts and Authority employees. This coordination will include sharing of material and equipment staging areas, and proper connections to adjoining facilities.

#### C. Demolition:

- Any demolition that will cause dust must be done behind closed doors of the Tenant's space or protected from the public. If the area to be demolished is in an open area, not confined by doors, a dust barrier must be constructed to confine the work area. (See section on Temporary Construction Barricades below.)
- ii. Air conditioning ducts (supply and return) in the work area will be closed off in a manner acceptable to the Maintenance Department during demolition phases of the work to prevent dust from entering the system.
- iii. Transport of debris through public spaces, if permitted, will be made only after coordination of times and routes with the Authority.

#### D. Temporary Construction Barricades:

- i. Tenant will furnish barricades, which are neat and uniform in appearance, to provide security and protection of the work area. The Tenant will be fully responsible for the protection of the public and adjacent areas during the construction process. Tenant will safely isolate the construction areas while maintaining normal airport operations. All work and/or material storage areas will be separated from the common use public areas of the airport by use of barricades of a type and size approved by the Authority. A barricade plan will be submitted to and approved by the Authority prior to the start of any work. Following approval and subsequent installation of barricades, the TIPM will inspect the work to insure compliance with the barricade plan and the following requirements.
- ii. When the work site is behind the ticket counter, the Tenant will seal off the nearest baggage "pass through" by securing a barricade panel to the opening. A barricade of stanchons connected with strapping will be erected behind the counter.
- iii. If at any time barricades are not maintained to these standards, or if the public areas are not protected from excessive noise, dust, or other interference, the Tenant will be required to cease all work until the non-conforming situation is corrected. It could become a requirement to work at night if it is deemed necessary by the Authority. (Ref. paragraph 2.A.vi.)
- iv. Tenant will provide warning signs and lighting where needed. Tenant will comply with recognized standards and code requirements.
- v. Tenant will cooperate and coordinate with the Authority for installation of all barricades to allow continuous Airport operations. Access will be

maintained into all Building Tenant spaces and existing mechanical and electrical control devices and chases.

- vi. The Tenant shall use temporary barricades of the following type as required by the work and directed by the Authority:
  - a. Interior Construction Barricades:
    - i.) White painted barricade walls will be constructed with a minimum of 1/2" CD-1 plywood panels, with the grain oriented vertically, securely fastened to 2 x 4 wood framing, minimum 24" on center, capable of structurally supporting barricades up to 16' high or as agreed to by the Authority. Steel studs are not permitted unless specifically authorized for the application by Authority.
    - ii.) Fastening devices will not protrude or present a hazard on the public side.
    - iii.) Framing will be on the non-public side of the barricade.
    - iv.) Barricade construction will be discussed "on site location" so as to agree to details of installation such as how to secure to structure, geometric shape, bracing, etc.
    - v.) Sections will fit together tightly to present a first class appearance and will not permit light to show through to the public.
    - vi.) Floor covering under and inside the barricade will be protected with 1/2" plywood and 6 mil plastic.
    - vii.) Plastic sheeting shall be used in conjunction with the barricade for dust control and shall be located in such areas as doorways, tented down to the barricade and as further directed by the TIPM.
    - viii.) Wood or steel doors, 1 3/8" to 1 3/4" hollow core, located in barricades will swing inward into the construction area, have a door closer, and will automatically lock when door closes. When fire code dictates, doors will be constructed in a recessed enclosure and swing outward. Doors will be installed in pre-hung frames. To be discussed at on-site location with Authority Representative.
    - ix.) The Tenant will provide walk-off mats inside the barricade area and keep the mats and the area in front of the mats clean. As well as the area outside the barricade door.
    - x.) The TIPM will be given copies of all barricade keys.
    - xi.) Erecting and dismantling of all barricades will be performed with prior approval of and coordination with the Authority as to time intervals.

- xii.) In the event that the period of work is very short or of immediate need, barricade or other type of public safety protection shall be discussed on-site with the TIPM.
- E. General Electric (includes comm., fire and security)
  - All alterations and new construction will require Metro Louisville Permit
    prior to commencement of work. Permit is to be displayed at the Project
    Site. All work shall comply with the current Kentucky adopted edition of
    the National Electrical Code.
  - ii. Detailed plans for all electrical work shall be submitted to the Authority for review and comments prior to making application for permit.
  - iii. All Engineering Services shall be by Kentucky Registered Engineers and shall be provided by Tenant/vendor requesting occupancy within Authority properties.
  - iv. Submit detailed manufacturer's drawings and specifications for all equipment to be used within Authority properties.
  - v. Any alterations to Authority fire alarm system, energy management systems, lightning protection systems, security systems, sound system, telecommunication systems and electrical distribution system are to be submitted and approved by the Authority prior to construction.
  - vi. All penetrations through ceilings, walls, floors and roofs must be submitted and approved by the Authority prior to construction. Fire proofing materials means and methods shall be submitted.
  - vii. All conduit distributions for any system shall be concealed. All conduit runs shall parallel or perpendicular to the building structural members.
     All conduit installations are to be supported from structural members of the building. Sharing existing supports is prohibited.
  - viii. Cable Trays can only be used for Communication and low voltage control not exceeding 24 volts. Design and supporting methods shall be submitted. Conduits leaving and entering Cable Tray must be bonded to the trays per NEC requirements. Trays are to be grounded and joints bonded per NEC.
  - ix. Conductors shall be stranded copper with THHN insulation for dry locations and THHW for wet locations. Conductors shall be color coded for system.
  - x. Labeling of panel directories shall be typed. J-boxes within conduit distribution system shall be marked with black permanent marking of panel designation and circuit numbers within. Labeling must comply completely with all NEC requirements.
  - xi. All light fixtures shall be supported independently and from the building structure meeting seismic requirements for this area. See Kentucky Building Code.
  - xii. The Electrical System for the Terminal Buildings is 480/277Y volts.

    Availability of 120/208 volt service will require coordination with Authority Engineering Department. Tenants shall provide a complete electrical

load analysis of load to be served. All services shall be metered per Authority requirements. Meter, Panel and transformer must be incorporated within the leased space unless otherwise directed by the Authority.

- xiii. All antenna masts and roof penetrations ducts/fans must be grounded to the existing lightning penetration system with in line lighting arrestor and ground to antenna support or duct housing. Antenna and satellite dishes supported by weighted bases sitting on the roof are permissible if the base is specifically constructed to hold weighted objects such as concrete blocks.
- xiv. Design, Drawings, Specifications, and Materials Standards
  - a. Submit detailed electrical drawings that show all work to be performed. Drawings will show net branch or feeder circuits and identify panel and breaker numbers where originating, size of conduit, size of wire, number of conductors and full load current. Provide a complete riser diagram if any electrical panels are added an include layout and elevations of all multiple raceways.
  - b. All electrical requirements will be included in Division 16 of the project specifications.
  - c. All branch circuit and feeder raceways will have copper system ground conductor within the conduit throughout the entire length of the circuit and will be bonded by listed grounding bushings to portions of the conduit that are metal.
- xv. All relays, contactors, starters, motor control centers, switchboards, panel boards, dry tape transformers, disconnect switches, circuit breakers, etc., will be supplied and manufactured by the same manufacturer. Panel boards, switchboards, etc. will match existing building equipment.
- xvi. All fixtures, panels, boxes, and other equipment will be designed and installed with such a manner that they can be easily accessed for maintenance.
- xvii. All screws, bolts, washers, etc. used for supporting fixtures, conduit or outlets will be fabricated from rust-resistant metal and will be of a replacement type design. Rivets and other non-replaceable type fasteners are permitted. Use of tie wire is not acceptable.
- xviii. All electrical feeders will be run their entire length in continuous pieces without joints or splices.
- xix. Reinforced concrete "housekeeping" pads will be provided for switchgear, motor control centers, transformers, etc. Pads will a minimum of 4 inches high, extended outside the exterior edge of the equipment installed on them and have ½ inch chamfered top edges. Pads should match existing if in the same room.
- xx. Provide external Transient Voltage Surge Suppression (TVSS) on all the following items.
  - a. Service entrance equipment.

- b. Panel boards with circuits serving electronic equipment.
- c. Systems Panels (Fire Alarm, Security Access Control, etc.) on both the power feed and anything wiring (signaling circuit, initiating device circuit, etc. including shields), which extends beyond the building by either underground, aerial, or other methods such as walkways, bridges, etc. Also, device wiring located at high locations such as penthouses, parking garage roof levels etc. should be included.
- d. Spark gap devices or devices incorporated in or installed within the panel in lien of the external TVSS are not acceptable.
- xxi. Equipment Identification will be on phenolic plastic laminate nameplates attached to the equipment as follows:
  - a. Normal system will be ½ inch high white lettering in a black field.
  - b. Emergency system will be ½ inch high white lettering in a red field.
  - c. Uninterruptible power supply systems will be ½ inch high white lettering in an orange field.

#### xxii. Raceways and Conduit

- a. All conductors, including temporary power, lighting, control or communication must be placed in conduit.
- b. All conduits must be concealed. Special permission may be granted for exposed conduit in shop areas or other places that are completely removed from the office, commercial, and public areas. Multiple runs of conduit will be routed together.
- Bus duct will be separately supported using manufacturer's standard equipment allowing for removal and inspection of all cover plates.
- d. Minimum conduit size for power and lighting systems will be ¾ inch conduit for all circuitry homeruns from the panel board. Conduits branching off the homerun conduit to devices may be in ½ inch conduit, if it contains no more than four (4) conductors per conduit (excluding the equipment grounding conductor), and phase conductors no larger than #12 AWG.
- e. All systems (Fire Alarm, Sound Systems, controls, etc.) conduits will be a minimum of ¾ inch.
- f. All raceways crossing building expansion joints will be equipped with expansion-type fittings.
- g. Sleeves will be used when conduits pass through walls, floors, and roofs and will be galvanized steel, sized to allow for a minimum ¼ inch clearance. Fire integrity will be restored after penetration.
- h. Flexible steel conduit will be limited to final connections to motors and transformers and will be restricted to 18 inches to 36 inches in length. Flexible steel conduit may also be used to

connect outlet boxes to recess lighting fixtures in lengths not to exceed four to six feet. All flexible steel installations will be a continuous length with thread less hinged clamp type fittings and a male end provided with a locknut.

- i. Thin wall conduit must have steel compression type connectors and couplings with non-removable insulated throats.
- j. All conduit exposed to the weather will be rigid galvanized conduit. No PVC will be allowed except underground or in slab. Where PVC penetrates a floor in an exposed location from underground or in slab, a black mastic coated, rigid galvanized steel conduit elbow will be used.
- k. Fuses will be Bussman or an approved equal.
- I. All switchgear, panel boards, etc. will be equipped as follows:
- m. Bus structure current carrying pants will be copper.
- n. Neutral will be fully rated.
- Shall have a setscrew-type, copper equipment grounding bus installed.
- p. Communication wiring may be placed in raceways (must be plenum rated).

#### xxiii. Lighting

- a. All lighting fixtures and signs will be equipped with a renewable fuse in an external GLR fuse holder located in an easily and readily accessible location. For example, locate pole mounted fixture fuses (one fuse per fixture head) at the bottom of the pole, accessible from the hand-hole.
- b. Existing lighting fixtures that may be scheduled for removal may be salvaged to the owner,
- c. Fixtures mounted in suspended ceilings will be supported independently of the ceiling. Fixtures will be supported on two opposite ends with near-vertical supports to the building structure.
- d. Exterior lighting fixture poles will be installed using the double nut and washer method. The bottom nut and flat washer will be leveled, using the minimum spacing needed, prior to installing the fixture pole. The fixture pole base will be secured with the top flat washer and nut. Use non- shrink grout between the pole base and concrete.
- e. Lighting fixture types preferred are as follows:
- f. Exterior lighting (pole and wall pack) High Pressure Sodium.
- g. Interior and exterior down lights Metal Halide.

- h. Fluorescent lighting that may be subjected to outside ambient temperatures will have ballasts designed for 0 degrees Fahrenheit.
- Use of incandescent lighting is not preferred due to the short lamp life.
- j. Submit manufacturer's drawings and specifications on all new light fixtures showing type and size.
- F. Heating, Ventilation, and Air Conditioning (HVAC)
  - Tenant submittal drawings for any proposed modification to the HVAC System must describe the modification in detail. Modifications must be fully compatible with the existing system.
  - ii. Existing access panels must remain accessible.
  - iii. All new ductwork will be externally insulated sheet metal. HVAC duct insulation joints will be sealed with mastic. Taped joints are not permitted. Flexible drops are permitted per industry requirements.
  - iv. All HVAC controls will be compatible with existing system of Johnson Controls. All work to be performed by Johnson Control approved contractor and tie into existing system.
  - v. All variable frequency speed drivers will be compatible with the Johnson Controls existing system.
  - vi. HVAC system design shall be incorporated to existing system. If a booster (separate need) unit is required for additional heating or cooling, it will be a "stand alone" unit with separate controls (via thermostat with shut off). The condenser unit can locate to exterior surface. Written approval of design system required by TIPM.
- G. Cutting, Patching, and Welding
  - Do not cut and patch any of the following categories of work without Authority's written acceptance of procedures:

Structural steel

Miscellaneous structural metals, including lintels, equipment supports, stair systems, and similar categories of work.

Structural concrete

Foundation construction

Bearing and retaining walls

Structural decking

Exterior wall construction

Piping, ductwork, vessels, and equipment

Water, moisture, vapor, air, smoke barriers, membranes, and flashing Noise and vibration control elements and systems Control, communication, conveying, and electrical wiring systems Primary operational systems and equipment

ii. The use of open flame or spark producing cutting and welding devices and explosively operated fastening devices within the confines of Airport

buildings, or on aircraft aprons, is prohibited unless specific written approval is obtained from the Authority. The TIPM can assist in obtaining a hot work permit from AARF Division.

iii. No coring or cutting of the building slab or structure may be done without prior written approval of the Authority.

#### 4. Environmental Protection

- A. Tenant will provide protection, operate temporary facilities, and conduct construction in ways and by means and methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Tenant will avoid the use of tools and equipment which produce harmful noise and will restrict the use of tools and equipment creating excessive or disturbing noise to hours that will minimize complaints from persons or firms near the work site. This type of activity must be coordinated with the TIPM.
- B. Tenant will designate one person to be responsible to enforce strict soil, water, and atmosphere pollution prevention discipline at the work site.

#### 5. **Pollution Control**

#### A. The Tenant will:

- i. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious substances from construction operations. The Tenant will take special precautions such that noxious fumes and odors from any construction activities do not enter any facility or the facility HVAC system.
- ii. Provide equipment and qualified personnel to perform emergency measures required to contain any spillage and to remove or remediate contaminated soil or liquids.
- iii. Take special measures to prevent harmful substances from entering waters.
- iv. Disposal of wastes, effluents, chemicals, or other such substances into waste lines is prohibited.
- v. Provide systems for control of atmospheric pollutants. System to be reviewed by TIPM.
- vi. Prevent toxic concentrations of chemicals.
- vii. Prevent harmful dispersal of pollutants into atmosphere.

#### 6. Collection and Disposal of Waste

#### A. Tenant will:

 Collect and dispose of waste from work areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Dispose of materials in a lawful manner. Dispose of the waste, in accordance with all current rules

- and regulations, and the Tenant shall furnish the Authority with the appropriate certificates of proper disposal.
- ii. In case of non-compliance with the above, the Authority, after having given a 24-hour notice, has the right to take any corrective action required at the expense of the Tenant.
- iii. Burying or burning of any materials on Authority property or washing waste materials down sewers or drains is prohibited.

#### 7. Limits of Construction

A. Any surface disturbed outside the construction limits as shown on the approved plans will be restored to the Authority's satisfaction at the Tenant's expense.

#### 8. Construction Layout and Control

A. Tenant will furnish all measurements necessary to the proper prosecution and control of the work.

#### 9. Familiarization and Existing Conditions

- A. Prior to commencing construction, the Tenant will become familiar with existing condition. Such familiarization will include a tour of the proposed work site with Authority Properties or TIPM.
- 10. **Safety and Protection** Tenant compliance is a condition of doing business with the Authority. Specific compliance is required in the following:
  - A. Local, State and Federal Safety, Environmental and Transportation Regulations
  - B. Fire and All Building Codes
  - C. Provide access to Material Safety Data Sheet (MSDS) for any hazardous construction materials. Complete MSDS shall be kept for all chemicals stored and hazardous materials used on site.
  - D. Tenant to monitor work daily for safety compliance.
  - E. Identify and correct hazards.
  - F. Provide employees with required personal protective equipment.
  - G. Ensure employees have the proper training for assigned tasks.
  - H. Coordinate with Authority Project Manager and Authority Safety Coordinator for safety related issues.
  - I. Maintain required insurance coverage.
  - J. Establish and maintain an effective Health and Safety Program as required by OSHA, Subpart 1926, Contractor Safety.
  - K. Establish and maintain an effective Housekeeping Program.

- L. Maintain access to hydrants, alarms, electrical panels, valves, access panels and similar devices and appurtenances.
- M. Since work areas may be accessible to and used by the public, the Authority, and other companies doing business at the Airport during the construction period, it is the Tenant's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the Authority find the area unsafe at any time, it will notify the Tenant, and the Tenant will immediately stop work and take whatever steps necessary to remedy the unsafe condition. Should the Tenant not be immediately available for corrective action, the Authority will remedy the problem and the Tenant will reimburse the Authority for the expense of such correction, including any administration fees.
- N. Fixed structures, equipment, paving, landscaping and vehicles (automobiles, trucks, etc.) will be protected with drop cloths, shielding and other appropriate measures to ensure maximum protection of all property and vehicles.
- O. The Tenant's personnel will immediately report all accidents or unusual incidents occurring on the airport premises to the Authority's Communications Center ext. 250 or 502-363-3337. When an event of an unusual and/or significant nature occurs at the site, the Tenant will advise the Authority as soon as possible when such events are known.

#### P. Minimum Insurance Requirements

 Tenants and vendors are required to meet minimum Insurance Requirements according to the schedule established in the TIM or otherwise specified by the Authority.

#### Q. Certificates of Insurance

i. As proof of Insurance Coverage and Per Occurrence Limits, the Tenant must provide the Authority a Certificate of Insurance. The Certificate must list Authority, its Directors and employees as an <u>Additional Insured</u>, with notification of cancellation or non-renewal, as specified in this manual.

#### R. Training

 The Tenant must certify in writing by an officer of the company, notarized, indicating that their employees have received the appropriate safety training necessary for the safe completion of the Project. (Evidence of Authority badging will suffice.)

#### 11. Work Hours

A. Work hours within existing buildings will comply with any special Authority requirements. Coordinate activity with the TIPM, as scope of work and location will determine hours of work activity.

#### i. Commencement

a. The Tenant's responsibility for maintenance of pedestrian and/or vehicular traffic will begin on the day work begins on the Airport, and will continue until the Authority acknowledge the completed work by initiating the TIP.

#### ii. Traffic Lanes

a. All closures of traffic lanes or parking spaces will be coordinated in advance in writing with the Authority TIPM a minimum of fortyeight (48) hours prior to any closure. Tenant will not close more than one lane on each roadway or ramp. Unless otherwise specified, the effective width of each lane used for maintenance of the traffic will be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices will not encroach on lanes used for maintenance of traffic.

#### iii. High Traffic Area

a. When the work is in or near a high vehicular traffic and/or pedestrian area the Tenant will arrange the work so as to avoid disruption of normal traffic patterns. The Tenant will provide, erect and maintain effective barricades danger signals, signs and equipment to provide protection of the work and the safety of the public throughout the area. Planned work effort to be coordinated through TIPM.

#### B. Haul/Access Routes

i. To be reviewed with the TIPM and incorporated into the scope of work.

#### C. Material Deliveries

 All Tenant's material orders for delivery to the Airport will be coordinated by the Tenant and all contact is to be through Tenant and made during the authorized hours of work.

#### D. Work Personnel and Airport Security

- To the maximum extent possible, all construction personnel will be restricted to the Tenant's work areas. Workmen will be appropriately attired to perform their work.
- ii. The Tenant's workmen will only utilize project specific approved areas when taking their "work breaks" or "lunch breaks."
- iii. The Tenant's personnel may use restaurants, lounges or other concession areas within the Airport, as expressly approved by the Authority prior to start of construction work. This includes restrooms, too.
- iv. Public elevators and escalators will not be used at any time for the transporting of construction personnel or materials unless approved by the TIPM. Additionally, the entry to all elevators and escalators will not be blocked at any time.
- v. All security regulations will be strictly followed and enforced. Tenant personnel are to become knowledgeable and responsible for badging, pedestrian and vehicular requirements including all appropriate fees. For questions please contact the TIPM. (These regulations are subject to change from time to time and it is incumbent on the Tenant to be knowledgeable in security requirements.)

#### 12. Cleaning and Protection of Property

#### A. Tenant will:

- i. During handling and installation of work at the work site, clean and protect work in progress and adjoining areas.
- ii. Provide protection at all openings in structures and finishes to maintain the building weather and dust tight. All protection will be of solid material and substantial so that wind and weather normal to the area and season will not disturb it, and will be tight fitting to prevent noise infiltration.
- iii. Provide secured tarp (or similar) coverage to outside dumpsters. Tarp to be removed just long enough to access the dumpster and then immediately recovered and secured.
- iv. Tenant will be responsible for any damage to Authority property.

  Materials and equipment used in the repair or replacement of damaged property will be new and will perform at the manufacturer's published capacities and Authority approval. It is recommended that the Tenant take photos of adjacent areas prior to start of demo or construction and forward them to the TIPM. It is advised that newly installed work be protected from damage.

#### v. Overhead Protection

a. The Tenant will establish a plan of operation for cranes and other hoisting equipment in writing. This plan of operation will be subject to approval by the TIPM.

#### 13. Conservations and Salvage

A. All work will be carried out with maximum possible consideration of conservation of energy, water and materials. In addition, maximum consideration will be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Tenant will provide salvageable materials and equipment to the Authority for review. The Authority will direct the contractor to deliver it for Authority storage or direct contractor to dispose or it by acceptable means.

#### 14. Testing

A. Unless otherwise specified in writing, all testing costs will be done by the Tenant.

#### 15. Daily Clean-Up and Trash Removal

- A. Debris from Tenant's work will be promptly removed from the site at least daily and will not be allowed to become a hazard.
- B. Accumulation of trash will not be allowed, and the Authority representative may at any time direct the Tenant to immediately remove trash and debris from the site of the work when in the opinion of the Authority such trash constitutes a nuisance or in any way hinders the work of the Airport's operations. If the Tenant should fail to remove trash and debris from the work site in a timely manner, the Authority may perform this work, and collect the cost plus 20% administrative costs) of such from Tenant, or their surety.

C. No hazardous material shall be stored within the terminal complex.

#### 16. Final Cleaning

#### A. Tenant will:

- i. Provide final cleaning of the work site consisting of cleaning each surface or unit to normal "clean" condition.
- ii. Remove temporary protection devices and facilities which were installed during course of the work.
- iii. Comply with safety standards and governing regulations for cleaning operations.
- iv. Adjacent areas may require some measure of cleaning, dependent upon the level of dust and other impurities that developed from construction and cleaning activities.

#### 2.03 CONCEPT/PROPOSAL SUBMITTAL INSTRUCTIONS:

#### 1. Initial concept meeting:

- A. This phase is to establish a working relationship between the Tenants, architect/designer and the Authority prior to the start of any specific design work for the assigned premises. Tenants should discuss specific thoughts about their design concepts and raise any questions about the manual with the Authority review team before beginning preliminary design work.
- B. Tenant and Tenant's architect should be prepared to discuss the items outlined above. Tenant is strongly encouraged to bring conceptual sketches, renderings and photos of previous and/or similar applications. The questions raised by Tenant will be addressed by the Authority at that time so that they will know whether they are ready to proceed to design phase.

#### 2. Preliminary design submission:

- A. This phase is the vehicle by which the Tenant design team must think through all elements from merchandising to mechanical systems before documents proceed so far that they may become difficult and expensive to change.
- B. Preliminary drawings and a preliminary construction schedule should be made as soon as Tenant has completed the concept design phase review with the Authority. The purpose of this phase is to develop the approved concept plans to a level to ensure compliance with the manual and to review all components of the Tenant's design before the final drawing phase.
- C. The Tenant's schedule shall set forth the process for the complete construction and installation of approved improvements, facilities, furniture and equipment. Tenant's drawings should be preliminary in nature, while including sufficient information to adequately describe the overall signage, interior design, merchandising concepts and mechanical systems.
- D. The Tenant shall submit to the Authority two (2) sets of Tenant's preliminary design drawings and two (2) material sample boards for the Authority's review. All drawings are to be in 24" x 36" standard size format (or other size as agreed

to by TIPM). If Tenant is working on multiple locations, each location must be submitted in a separate play set. All drawings in the set are to be the same size. These documents shall be comprised of the following:

- Key plan showing the location of the premises in the airport's facilities, including Project address and space
- ii. Preliminary floor plans showing sections, elevations with partitions, doors, store fixtures, circulation, flooring patterns, plumbing fixtures and other construction. Scale one quarter inch (1/4) = one foot (1'0).
- iii. Preliminary plumbing, HVAC, electrical, fire protection drawings. Scale one quarter inch (1/4) = one foot (1'0).
- iv. Reflected ceiling plan indicating all soffits, ceiling height, materials, lighting layouts, sprinkler head location, and approximate locations of HVAC diffusers. Scale one guarter inch (1/4) = one foot (1'0).
- v. Typical interior transverse and longitudinal sections indicating interior elevation. Scale one quarter inch (1/4) = one foot (1'0).
- vi. Storefront elevations and section including any graphics and signage. Indicate all materials and finishes. Include light fixture schedule. Scale one quarter inch (1/4)= one foot (1'0).
- vii. Signage sketches indicating size, material, color, and type style of all graphics.
- viii. Material samples on 8 1/2" x 11" color board(s) for interiors properly mounted and labeled.
- List of any variance from Design Criteria. Each variance must be identified and described.
- x. A single perspective color rendering of proposed storefront including signage and graphics.
- xi. Photographs of Tenant's existing storefronts, if any, and only if related to the Tenant's submission.
- xii. Written narrative of the Project scope of work.
- xiii. Failure to provide adequate information will be cause for return of the submission with no review. The submission must be completed in order to fairly evaluate the proposal and prevent continuation of work in an unacceptable store design.
- xiv. The Tenant shall not proceed beyond this phase until written approval is received from the Authority. In the case of a single location being constructed, renovated, repaired, etc., Authority shall, within ten (10) working days of the receipt of any such plans, provide the Tenant with written comments on the Preliminary plans, specifications and schedule. For cases where the Tenant submits drawings for multiple locations simultaneously, the Authority shall respond to the Tenant on the first location within ten (10) days, and shall have ten (10) additional working days to respond for each successive location.

xv. The Authority will return their findings with comments. If extensions are required to the schedule above, a meeting may be scheduled with the Tenant so that they may obtain the Authority's comments. During this meeting it will be determined whether the Tenant may proceed into the Final Construction Documents Phase, and for which portions of the work if a multi-location project.

#### 3. Final Construction Design Drawings Submission

- A. This submission should reflect final agreement on all materials, finishes, colors and details among the Tenant, the designer, and the Authority.
- B. The purpose of this phase is to provide the Authority with a complete set of working drawings showing all details for construction.
- C. Plan submittal shall include two (2) sets of black line prints and a compact disk with all files in AutoCAD 2008 format or other format as requested by the Authority. All specifications should be included within the drawing set and a compact disk with all files in Microsoft Word format. All drawings are to be in 24" x 36" standard size format, or other size as approved by TIPM. If Tenant is working on multiple locations, each location must be submitted in a separate plan set. All drawings in the set are to be the same size. All submittals shall include as a minimum the information outlined below. Additional information may be required as deemed necessary by Airport upon review of the Tenant's drawings. The Construction Drawings shall be signed and sealed by a registered architect or engineer, registered in the Commonwealth of Kentucky, and shall be signed as approved by Tenant. The submission shall include the following information:
  - i. Architectural plans, reflected ceiling plans, sections and elevations. Scale one quarter inch (1/4") and one foot (1'0").
  - Floor plans indicating storefront construction materials, covers and finishes, as well as:
    - a. Demising wall locations
      - i.) Dimensional interior partitions
      - ii.) Location of fixtures and equipment
      - iii.) Location of floor blockout
      - iv.) Sliding/swinging/pull down door track location
      - v.) Any illuminating devices mounted to floor
    - Storefront and Interior Elevations
      - i.) Materials samples, color of front elevation and/or photographs of similar store are required:
      - ii.) Finishes and colors.
    - c. Necessary Sections and Details

- i.) Longitudinal and transverse sections through store from slab to ceiling
- ii.) Security grille detail (if applicable)
- iii.) Details sufficient for construction
- d. Reflected Ceiling Plan
  - i.) Ceiling heights including drops and curtain walls
  - ii.) Types of ceiling construction, materials
  - iii.) Decor at ceiling
  - iv.) Location of lighting fixtures, sprinkler heads, air diffusers, grille, access panels and heat detectors (if applicable)
  - v.) Emergency lighting and exit signs
- e. Schedules
  - i.) Door schedule
  - ii.) Room finish schedule
- f. Plumbing Plans
  - i.) Floor Plan
    - a.) Location of all plumbing fixtures
    - b.) Location of sewer connection
    - c.) Location of plumbing vent connection
    - d.) Clean-out and floor drain location with installation detail
    - e.) Domestic water distribution
    - f.) Gas piping layout
    - g.) Location of gas line connection to meter rack
  - ii.) Sanitary systems riser diagrams (where applicable)
  - iii.) Domestic water riser diagram
  - iv.) Tenant's vent stack
  - v.) Water heater detail with relief valve and piping to drain
- g. HVAC Plans

Inclusive of design criteria and load calculations scale one quarter inch (1/4") and one foot (1'0").

- i.) Ductwork Layout
  - a.) Sizes
  - b.) Heights above finish floor
  - c.) Damper locations
  - d.) Type of insulation
- ii.) Diffuser and grille schedule indicating CFM capacities
- iii.) Exhaust Systems
  - a.) Show window
  - b.) Cooking equipment (if applicable)
  - c.) Specifications of exhaust equipment
  - d.) Location of equipment
- iv.) Ventilation requirements
  - a.) Fresh air intake
  - b.) Specify minimum CFM requirements
- v.) Return Air Systems
  - a.) Direct
  - b.) Indirect
- vi.) Supplementary equipment (if applicable)
  - a.) Make-up air unit with curb details
  - b.) Unit heaters
  - c.) Heat detectors and relay schematic wiring diagram
- h. Electrical Plans
  - i.) Electrical Floor Plan
    - a.) Location of all floor and wall outlets
    - b.) Location of Airport's service (including room and panel numbers)
    - c.) All loads assigned to circuits

- ii.) Electrical Ceiling Plan
  - a.) Lighting fixture layout, switch locations
  - b.) Emergency and exit light location
  - c.) All lighting assigned to circuits
  - d.) Smoke alarm locations
- iii.) Lighting fixture schedule and cut sheets and replacement bulb specification list
- iv.) Electrical Distribution Riser Diagram
  - a.) Feeder conduit and wire size
  - b.) Arrangement of panels, transformer, time clock, etc.
  - c.) Conduit and wire size to HVAC equipment and panels (if applicable)
  - d.) Switchgear room riser diagrams
- v.) Electrical Panel Schedule
  - a.) Calculation sheet indicating electrical loads and requirements
- i. Fire Protection Plans

All Fire Protection devices must be tied to existing Airport Fire Alarm systems. Include equipment required by facility.

- i.) Location of existing sprinkler head grid with main and branch pipe sizes.
- ii.) Location of relocated heads and branching piping
- iii.) Temperature rating of all heads
- iv.) Fire extinguisher locations
- v.) Heights of ceilings and dropped soffits, etc.
- vi.) Location of surface mounted or dropped lighting and decorative beams
- vii.) Location of curtain walls or lighting baffles
- viii.) Other construction that may affect sprinkler coverage
- ix.) Strobe/horn locations
- x.) Smoke/beat detectors

#### xi.) Pull-box location

#### j. Signage Drawings

- i.) Compliance with criteria as outlined in Section II.
- ii.) All signs, menu boards and secondary signs must be approved. Tenants are required to submit drawings or photographs that indicate the size, colors and materials to be used.
- iii.) Signing details indicating elevation and sectional views, letter style and size, all colors and materials, methods and color of illumination, and voltage requirements.

#### k. Other

- i.) Structural details signed and sealed by a Professional Engineer licensed in the state of Kentucky.
- ii.) Additional information as may be deemed necessary by the Authority upon review of Final Plans at their discretion.
- iii.) List of any variances from Design Criteria. Each variance must be identified and described.
- iii. Tenant is to comply with all Authority preliminary review comments and incorporate them into the final set. All comments are to be addressed and resolved prior to final drawings.
- iv. If the final plans are acceptable, the Authority shall provide the Tenant with written approval to proceed with obtaining the necessary permits. Such plans, specifications and/or schedules which are acceptable to the Authority do not constitute the Authority's approval for architectural or engineering design or compliance with applicable laws or codes and the Authority by deeming the plans acceptable assumes no liability or responsibility therefore for any defect in any structure or improvement constructed according to such plans and specifications. Tenants and their architects have total responsibility for compliance with all applicable Federal, State and Local codes and ordinances for their occupancy types. Tenants also have total responsibility for coordination and scheduling.
- V. A full list of variances from the Design Criteria is required with each submission. The Authority will provide comments on each variance identified. If a variance on a drawing is not identified and the drawings are subsequently approved, the variance is not approved. The Tenant may be required to correct the variance at Tenant's expense.
- VI. No changes or alterations shall be made to said plans and specifications after the issuance of Airport's Notice to Proceed, without the prior written approval of the Authority. Should a change in the approved plans be required for any reason whatsoever, Tenant shall submit such request to the Authority on Authority's approved form (see exhibit) for approval. The Tenant shall also submit such request to all applicable governmental

agencies if applicable. The Authority shall review such request as if submitted as Final Construction Design Drawings.

#### 2.04 **PERMIT**:

#### 1. Permit Fee

A. The Authority does not charge a fee for the TIP. However, work completed without an approved TIP will be subject to Tenant charges or removal at Tenant expense. All other building permit and project development fees required to complete the work are the responsibility of the Tenant.

## The Louisville Regional Airport Authority Tenant Work Permit Process Louisville International Airport

Except for routine maintenance on Tenant-installed equipment, a permit is required any time a Tenant performs construction or modification work located on Authority Property.

#### **Obtaining a Work Permit**

- 1. Discuss preliminary concept of work with Properties (502-363-8543).
- 2. Upon approval of concept by Properties, obtain a TIM from Properties.
- 3. Submit the following (via mail, or fax) to Properties at the address and fax number at the bottom of this page:
  - a. A completed Appendix A Tenant Work Permit Application.
  - b. Two (2) sets of preliminary construction plans and specifications for the planned work.
- 4. Documents are then reviewed by Airport Staff. Accurate and complete documentation takes less time to process. When it is determined that the documents for the Project are in compliance with the Authority standards and all other requirements have been met, an approval will be issued by the Authority so that the Tenant may then obtain all required permits.
- 5. After obtaining all appropriate City and related permits from authorities of jurisdiction, submit two sets of final construction plans and specs along with copies of the required permits to the TIPM and then a work permit will be issued. Upon receipt of the final plans, a pre-construction meeting shall be held with Authority Staff. Depending upon the scope of work, this meeting may be held prior to obtaining City and related permits in order to excedite construction.
- 6. At the Pre-Construction Conference, the Tenant will be briefed on rules, regulations, and procedures to be followed for the construction project. Tenant should be prepared to discuss the Project in detail. The Tenant shall submit to the Authority:
  - a. A copy of the contractor's insurance documentation, as applicable. If construction costs exceed \$25,000, submit performance bonds on Authority forms.
  - b. A list of all sub-contractors to be used and their phone numbers.
  - c. Provide an Emergency Contact list.

#### Project Design, Construction, and Inspection

All work must be performed by properly licensed personnel and comply with the IBC & Kentucky Amendments and all other rules, regulations, and policies of agencies having jurisdiction. Tenant must adhere to the appropriate sections of the Authority's TIM. The Authority reserves the right to restrict the hours of work for work deemed to be excessively disruptive to the airport, at no additional cost to the Authority.

All materials and each portion of the Work is subject to inspection by the Authority. Other federal, state, and local agencies may require the contractor to have permits and inspections in addition to those required by the Authority. The Authority shall have no responsibility to insure that other permits or inspections are properly obtained, scheduled, or completed. Copies of all final, signed inspection documents should be forwarded to the Authority.

Contractor or Tenant shall notify the Authority representative when the work is complete, and a final inspection of the Project will be scheduled by the Authority.

#### **Project Close Out**

The Project will be closed out when the contractor has:

- 1. Successfully completed the Authority Final Inspection. At the Authority's option, work not completed as agreed will be performed by the Authority and billed back to the Tenant.
- 2. Submitted signed and sealed As-built documents
- 3. Electronic As-built documents (AutoCAD).
- 4. Submitted a copy of the contractor's Final Release of Lien and a letter stating the work is complete.

Contractor insurance and bonds must remain current and in force until the Work Permit is closed.

#### Permit Fees and Charges

The Authority does not currently charge a fee for the Work Permit. All Project permitting and development costs, fees, and taxes required to complete the work are the responsibility of the Tenant.

#### For Further Information About This Program

Authority Properties Division	<u>on</u>	Mailing Address
Properties Manager	502-368-6524	700 Administration Drive, Louisville, KY 40209
Authority Planning and Engineering Division		Mailing Address
Project Manager	502-368-6524	700 Administration Drive, Louisville, KY 40209

## APPENDIX A – TENANT WORK PERMIT APPLICATION LOUISVILLE REGIONAL AIRPORT AUTHORITY (LRAA)

(REVISED SEP 2011)

Except for routine maintenance on Tenant-installed equipment, a permit is required any time a Tenant performs construction or modification work located on Airport Property. The permitting process is described on the back of this form.

NOTE: THIS APPLICATION MUST BE SUBMITTED TO THE LRAA BEFORE APPLYING FOR ANY CITY PERMITS THAT MAY BE REQUIRED TITLE OF PROJECT: Estimated Construction Duration: \_\_\_\_\_ Estimate Construction Cost: \_\_\_\_ Have you discussed this work with LRAA Properties personnel? \(\bar{\cap}\) No \(\bar{\cap}\) Yes If so, whom Prevailing Wage \( \square\) No \( \square\) Yes Are drawings and/or specifications enclosed? No Yes (Submit 2 sets. You may be required to submit additional sets if determined necessary by the LRAA.) Request access to Confined Space Locations? No Yes Confined Space Entry Permit Executed? No Yes N/A Proposed Work includes (check all that apply): Antenna/Communications ☐ Podium/Backscreens Cutting & Patching Electrical modifications ☐ New drywall Roof penetration(s) ☐ Plumbing modifications **HVAC** modifications Demolition of existing walls Other NOTE: Tenant is responsible for providing all AOA access needed to complete the proposed work. By signing below, Tenant and Contractor acknowledges receipt of the LRAA TENANT IMPROVEMENTS MANUAL and agrees to be bound by the terms and conditions of this Manual and this Application for the proposed work. As the Prime Contractor for the work referenced in this application, it is our responsibility to control site access and security. Therefore, I hereby certify as an officer with my Company by my signature below that all employees assigned to this Project meet the requirements of this Program. Our employees are qualified and OSHA trained to perform the required work in a safe manner with high quality workmanship. REQUESTING TENANT: Phone No.: SIGNATURE: Fax No.: (Date) (Printed Name) (Title) CONTRACTOR: \_\_\_\_\_ Phone No.: SIGNATURE: \_\_\_\_\_ Fax No.: \_\_\_\_ (Printed Name) (Title) (Date) INSURANCE PROVIDED TO THE LRAA? \( \subseteq \text{No} \subseteq \text{Yes} \) ARCHITECT/ENGINEER/DESIGNER (if applicable\_\_\_\_\_ Phone No.: SIGNATURE: Fax No.: (Printed Name) (Title) (Date) LOUISVILLE INTERNATIONAL AIRPORT TENANT IMPROVEMENT PERMIT LRAA USE ONLY - FOR APPROVAL TO PROCEED WITH CONSTRUCTION: PROPERTIES (initials & date) \_\_\_ \_ ENGINEERING: \_ MAINTENANCE: **WORK PERMIT APPLICATION APPROVAL** Construction is hereby authorized on the proposed Work, after all appropriate permits and approvals have been obtained, including other authorities of jurisdiction, and the pre-construction meeting has been held. All Work done under this authorization is at the Tenant's own expense and risk, and the Louisville Regional Airport Authority shall not be held liable for any damages, losses, or injuries resulting from or connected in any way with this Work. Approved with attached conditions Permit Number: LRAA Date NOTES/ATTACHMENTS:

#### 2.05 SUPPORTING DOCUMENTATION:

#### 1. **Pre-Construction Meeting:**

- A. Authority shall require that prior to the start of any construction work whatsoever on Airport property, the Tenant provide to the Authority the following:
  - i. Complete list of all Subcontractors and Suppliers. List of 24/7 contact name and number (General Contractor)
  - ii. Evidence of a Building Permit and all other permits needed to perform Tenant's work
  - iii. Evidence of a Certificate of Insurance (general contractor and all subcontractors)
  - iv. Approved Construction Schedule
  - v. Approved Plans (by Airport, County, and State, etc.)
- B. The Tenant hereby acknowledges the following with respect to the construction process:
  - i. It is understood and agreed that cooperation among Tenant's construction contractor(s), and Authority is of utmost importance.
  - ii. The Tenant shall immediately address any concerns brought by the Authority relating to construction, safety, or security issues.
  - iii. The Tenant, its agents, employees or independent contractors shall at all times be responsible for the damage to the person or property of a third party, including the authority resulting from their acts or omissions.

#### 2.06 INSPECTIONS AND APPROVALS:

1. Upon receipt of Authority's acceptance of the final plans, Tenant shall obtain all necessary permits from all authorities of jurisdiction. Obtaining all permits shall be the sole responsibility of the Tenant. Upon Tenant's receipt of a building permit and all other permits needed to perform the proposed work, Tenant shall promptly meet the Authority for a pre-construction meeting. The Authority shall not allow any work, marshaling of materials, or any related construction, repair, or renovation work of any kind whatsoever to occur without first completing the pre-construction meeting, at which time the TI Permit may be signed by all responsible parties and issued to Tenant. Tenant shall certify, upon signing the Authority issued TIP that construction shall only proceed from the final Authority approved plans and specifications. This includes any approved exclusions or variances.

## **Chapter 3 – Construction and Performance Standards**

#### 3.01 **GENERAL**:

- This Construction Approval Process describes the processes that all Tenants shall follow for all construction/modification projects of any scope. Absolutely no construction or modification shall be permitted unless the approvals described herein have been given by the Airport in writing resulting from the process as outlined herein.
- 2. The Authority has developed a multi-step process to ensure that Tenants comply with the design standards stipulated in the Tenant Improvements Manual. All design and construction in the Terminal Facilities shall be consistent with the overall design objectives and applicable codes, ordinances, rules and regulations.
- 3. Tenants shall be required to become familiar with the contents and intent of this Manual and all other Airport documents applicable to their space prior to the Initial Concept Meeting. Tenants shall also be required to make site inspections as necessary to ensure compliance by their designers and contractors with approved plans, specifications, etc. and coordinate their proposed Improvements with all existing airport infrastructure.
- 4. In accordance with the Manual, Tenant shall furnish and install: all wall finishes, plumbing and waste piping, power, water and other utility conduits, meters, conductors, lighting, heating and air-conditioning ducts and controls. All improvements made by the Tenant to the Assigned Premises shall be of high quality and shall conform to all applicable statutes, ordinances, building codes, standards and rules and regulations of the Authority, other appropriate agencies, any commissions. The Tenant shall not make any structural changes of any kind to the Facilities. It shall be the Tenant's sole responsibility to know and comply with all laws, ordinances, standards and codes applicable to its activities hereunder. All costs associated with Tenant space and improvements shall be borne by the Tenant as addressed in the agreement with the Authority. Reference schedule of finishes, page 10 for specific areas.
- 5. Each step of the construction process is to be completed as outlined below. All approvals and comments will be distributed to the Tenant in writing. The Tenant shall not proceed with any construction activities until approval is received from the Authority. No design will be approved until all documents are received.
- 6. The Authority reserves the right to continue to review submitted and approved plans and provide additional comments back to the Tenant.
- 7. The Tenant shall be provided with information describing the extent of their Assigned Premises. Tenant shall be responsible for verifying all conditions in the field. Tenant shall be required to retain the services of a professionally licensed Architect in the Commonwealth of Kentucky to sign the required drawings. All mechanical, electrical, plumbing, and fire protection final plans must be stamped and signed by a Kentucky licensed engineer. Tenant is encouraged to retain the services of a professionally trained graphic designer to design their storefront and interior signage.
- 8. The Tenant has total responsibility for compliance with all Federal, State and Local Codes and Ordinances including the Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG).
- 9. No approval of a plan by the Authority shall be deemed to encompass any variance from the Manual unless the variance has been so identified in the submitted plans. The approval or acceptance by the Authority of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural and aesthetic plan

for the Facilities and their conformity with the Manual. Such plans and specifications are not approved or accepted for architectural or engineering design or compliance with applicable laws or codes and the Authority does not assume liability or responsibility therefore for any defect in any structure or improvement constructed according to such plans and specifications by the Authority's approval or acceptance of such plans and specifications.

#### 10. Louisville Regional Airport Authority's Right To Stop The Work:

A. If the Tenant fails to correct Work which is not in accordance with the requirements of the approved Contract Documents supporting the Application for Permit or persistently fails to carry out Work in accordance with the approved Contract Documents supporting the Application for Permit, the Authority, by written order, may order the Tenant to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Authority to stop the Work shall not give rise to a duty on the part of the Authority to exercise this right for the benefit of the Tenant or any other person or entity.

#### 11. Cutting And Patching:

- A. The Tenant shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
- B. The Tenant shall not damage or endanger any portion of the Terminal Facilities or fully or partially completed construction of the Authority or separate Tenants by cutting, patching or otherwise altering such construction, or by excavation. The Tenant shall not cut or otherwise alter such construction by the Authority or a separate Tenant except with written consent of the Authority and of such separate Tenant; such consent shall not be unreasonably withheld. The Tenant shall not unreasonably withhold from the Authority or a separate Tenant the Tenant's consent to cutting or otherwise altering the Work.
- C. No cutting or patching of any part of the existing Terminal Facilities shall be permitted without prior written approval by the Authority.

#### 12. Securing The Area Of Work:

A. The Tenant shall enclose the area identified for the Tenant Improvements at the earliest opportunity in a manner acceptable to the Authority. This security enclosure shall be equipped with self-closing, lockable doors. All work activities shall take place within this enclosure to the maximum extent possible. Provide adhesive walk-off mats inside and outside the secure enclosure access.

#### 13. Cleaning Up:

- A. The Tenant shall keep the premises and surrounding area free from DAILY accumulation of waste materials or rubbish caused by operations under the Tenant Improvement Permit. At completion of the Work the Tenant shall remove from and about the Project waste materials, rubbish, the Tenant's tools, construction equipment, machinery and surplus materials.
- B. All dumpsters shall be covered at all times in a manner acceptable to the Authority.
- C. No construction debris or materials shall be permitted outside the secure enclosure of the area of improvements.

D. If the Tenant fails to clean up as provided in the Tenant Improvement Permit, the Authority may do so and the cost thereof shall be charged to the Tenant.

## 14. Access To Work:

A. The Tenant shall provide the Authority access to the Work in preparation and progress wherever located.

#### 15. **Indemnification:**

- A. To the fullest extent permitted by law, the Tenant shall indemnify and hold harmless the Authority, their Board Members, agents and employees against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Tenant or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.
- B. In claims against any person or entity indemnified under this Paragraph by an employee of the Tenant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Tenant or Tenant's Contractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

## 3.02 **BONDS AND INSURANCE:**

- 1. The Tenant shall submit evidence of the required insurance through completion of this Project to the Authority in accordance with their insurance policy as follows:
  - A. Indemnification and Hold Harmless: Tenant agrees that as an express condition of an approved work permit, the Authority, members of its Board, and its officers, agents, and employees, except where caused by its or their negligence, will be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Tenant or its subcontractors, their agents or employees, or any third parties, from any cause or causes whatsoever while in or upon or with respect to the use of the premises or any part thereof during the term of the work permit; and Tenant hereby covenants and agrees to indemnify and to save harmless Authority, Members of its Board, and its officers, agents, and employees, of and from any and all such claims, demands, debts, liabilities, and causes of action (including attorney's fees and costs).
  - B. As proof of Insurance Coverage and Per Occurrence Limits, the Tenant must provide the Authority a Certificate of Insurance. The Certificate must list the Authority, its Directors, and employees as an <u>Additional Insured</u>, with notification of cancellation or non-renewal, as specified in this manual.

- C. Tenant shall insure its Contractor shall procure and maintain in effect throughout the duration of this Project insurance coverage not less than the types and amounts specified in this section. Policies containing a Self-Insured Retention will be unacceptable to the Authority.
  - Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions.
    - a. The policy shall name the Authority as additional insured with a 30-days notice of cancellation;
    - b. Contractual Liability;
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000;

Airside General Liability \$2,000,000
Airside Auto Liability \$2,000,000
Within Building – General Liability \$2,000,000
Within Building – Auto Liability \$1,000,000
Non-Airfield – General Liability & Auto Liability \$1,000,000 Each

d. Worker's Compensation Insurance: as required by statute, including Employers' Liability.

## 2. **Project Security/Insurance:**

- A. Contractor Bonds. Except as otherwise agreed in writing by the Authority, for projects with a total cost over \$25,000, the contractor shall furnish Co-Obligee Contract Bonds. Each bond shall be in the full amount of their contract, and bonds must be drawable in Jefferson County, Kentucky or the forms provided by the Authority, with a surety or sureties for the full and faithful performance of the work. The surety on any bond shall be a corporate surety, satisfactory to the Authority, authorized under the laws of Kentucky to do business in the State of Kentucky and authorized to write that type of bond through a resident agent of the corporation located in the state of Kentucky. The Tenant shall insure that all bonds or bonding instruments stay current and in force until the Tenant Improvements Permit is closed by the Authority. Bonds shall be furnished to and acceptable by the Authority prior to the commencement of any on-site work.
- B. Standby Irrevocable Letters of Credit and certified or official bank checks made payable to the Louisville Regional Airport Authority in the amount of the total cost of the contract may be used as bonding instruments. When accepted by the Authority, these instruments will be held by the Authority until the Tenant Improvement Permit is closed.
- C. The Authority reserves the right to verify compliance with these bonding provisions. The Tenant shall insure the contractor maintains all bonds or bonding instruments current and in force until the Tenant Improvement Permit is closed by the Authority.
- 3. **Contract Security.** If at any time a surety on any contract bond is declared insolvent or placed in rehabilitation or found to be impaired by its domiciliary insurance department or loses its right to do business in Kentucky or is removed from the list of surety companies

accepted on federal bonds, Tenant shall, within ten (10) days after the happening of any of the above eventualities, obtain as a substitute an acceptable bond (or bonds) in such form and sum, and signed by such other surety or sureties as may be satisfactory to the Authority.

A. Release of Lien Statement. Prior to permit closure and subject to the Authority's approval, Tenant agrees that it shall furnish a final executed complete waiver of lien and general release in favor of the Authority, in the form required by the Authority, which shall contain final waivers of liens from subcontractors and materialmen of the contractor.

#### B. Contractor's Insurance:

- i. Tenant shall require contractors to procure and maintain, at his own expense, insurance for liability for damages imposed by law and assumed under this Tenant Improvements Manual of the kinds and in the amounts hereinafter provided from insurance companies approved by the Authority and authorized to do business in the state of Kentucky with a minimum A.M. Best rating of A- and financial size category of VII. The Tenant shall be responsible for insuring that the contractor maintains the required insurance coverages in force and current until the Permit is closed by the Authority. It is paramount that the insurance agent issuing the certificate of insurance read and follows the instructions carefully.
- ii. At the Pre-Construction conference, the Tenant shall furnish to the Authority a certificate or certificates of insurance in the form satisfactory to the Authority, demonstrating that Tenant has fully complied with this section, Contractor's Insurance. Contractor may also use Appendix B Certificate Verification by Insurance Agent. Contractor's policies shall not be changed to reduce or restrict coverage or canceled unless at least thirty (30) calendar days written notice has been given to the Authority by the insurer, and contractor's certificate(s) shall so provide. Upon request, the Tenant shall furnish the Authority with a certified copy of each policy, including the provisions establishing premiums.
- iii. The acceptance of delivery to the TIPM of any certificate of insurance required under this section, Contractor's Insurance, does not constitute approval by the Authority that the insurance requirements have been met or that the insurance policies shown in the certificate(s) are in compliance with the requirements. In no event shall the failure of the Authority to receive any certificate of insurance or any notice or other document required or requested operate as or be construed as a waiver by the Authority or a release of Tenant's obligations hereunder.
- iv. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies required to be maintained by contractor under this section shall protect the contractor from claims set forth below which may arise out of or result from a contractor's operations, whether such operations be by contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - a. Claims for damages because of bodily injury, occupational sickness or disease or death of the contractor's employees;

- Claims for damages because of bodily injury, sickness or disease or death of any person other than contractor's employees;
- c. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person;
- Claims for damages, other than to the Work itself because of injury to or destruction of tangible property, including loss of use resulting there from;
- e. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- f. Claims involving contractor's contractual liability insurance required by the TIM.
- v. Insurance coverage in the minimum amounts set forth herein, Section 3.03, shall not be construed to relieve the Tenant from liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under the law.
- vi. In the event that the Tenant provides evidence of insurance in the form of certification of insurance, valid for a period of time less than the period during which the contractor is required by terms of this TIM to maintain insurance, said certificates shall be acceptable, but the contractor shall be obligated to renew his insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Authority is continuously in possession of evidence that the contractor's insurance is in accordance with the foregoing provisions. The Authority is to be given at least 30 days written notice of policy cancellation or alteration.
- vii. In the event the Tenant fails or refuses to renew his insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required by \$500,000 or more, or modified so that the insurance does not meet the requirements of this item, the Authority may terminate the TIP immediately. Alternatively, the Authority may request that the Tenant or the contractor's surety remedy any deficiencies with these insurance requirements.
- viii. The Tenant is responsible for demonstrating that all subcontractors are adequately covered by insurance herein above described.

### 4. Workers' Compensation Insurance:

A. Tenant shall require contractors and subcontractors to take out and maintain, during the life of a Permit and in the amount required by law, adequate Workers' Compensation Insurance for all employees employed at the Project Site of the Project. In case any class of employees engaged in hazardous work under the contract at the Project Site of the Project is not protected under the Workers' Compensation statute, the Tenant shall provide and cause each subcontractor to provide suitable insurance for the protection of his or her employees not otherwise protected. In order to comply with these requirements, the Tenant may

be required to furnish to the Authority, a copy of the Workers' Compensation Certificate showing that each contractor's industrial insurance premium has been paid. Renewal certificates shall be furnished as necessary during the life of the Tenant Improvement Permit. The Tenant shall furnish certificates of insurance coverage as required herein.

# **APPENDIX B**

# CERTIFICATE VERIFICATION BY INSURANCE AGENT

(Tenant may utilize their own form if available)

STATE OF		
COUNTY OF		
forth in the foregoing Certificate of Insuinformation contained in the Certificate aver, under penalty of law, that I am au	with the insurance coverages maintaine, that I have reviewed the coverage, that I have completed the foregoing C is true and correct to the best of my knowledgethorized by the identified companies to bind coat the Louisville Regional Airport Authority	age requirements set ertificate and that the ge. I further state and overages specified in
This information is provided for Louisvil	le Regional Airport Authority Tenant Project #	:
Ву:		
Title:	Producer's License Number:	State of:
Agency:		-
Telephone Number with area code:		
Subscribed and sworn to before me b day of 20	у	on the
WITNESS MY HAND AND OFFICIAL S	SEAL.	
My Commission Expires:		
	Natary Dublic	
	Notary Public	

## 3.03 CONSTRUCTION PROCEDURES AND SUBMITTALS:

## Shop Drawings and Record Drawings.

- A. Upon request by the TIPM, Tenant shall submit for review an updated copy of all Project shop drawings.
- B. Where Work consists of repairs, extension or alteration of existing structures, the Tenant shall make such measurements of original construction as may be required to accurately join old and new work. Any measurements that may appear upon the plans to indicate the extent and nature of such repair or extension shall not relieve the Tenant of this responsibility.
- C. The Tenant shall be responsible for furnishing copies of plans, specifications, shop drawings and special provisions, or the necessary portions thereof, to subcontractors or parties furnishing labor, materials and equipment for a project.
- D. Submittals and shop drawings will be required for the following:
  - HVAC Equipment (including AHU's, valves, pumps, motors, etc.)
  - HVAC Controls
  - All Structural issues
  - Junction boxes
  - Electrical Panels
  - Security System
  - Fire Protection
  - Signage Package
  - Transformers
  - Finishes
  - Large equipment (water heater, ice machine, hood exhaust, oven, etc.)
  - Fixture cut sheets will be required on all lighting fixtures and all devices.
  - Note This is not an all-inclusive list, as each project will vary in scope and detail.
    - If the Project is mainly cosmetic in nature, submittal issues, plans, etc. and other normal reports can be worked out with the TIPM.

#### 2. Variances:

- A. All changes to the plans after the issuance of a TIP must be approved by the Authority prior to any changes in the field. If a change is not approved prior to the work being performed, the contractor may be required to adhere to the approved plans and undo the unapproved changes at his own expense.
- B. Change approvals are required for changes in all scope of the work. This includes changes in lighting, material selections, signage, fixtures, color, and all construction issues.
- C. Professional Certification: When professional criteria of materials, systems or equipment is required by the Contract Documents, the Authority shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

## 3. **Pre-Construction Conference:**

- A. Upon receipt of the final plans, the Authority may call a mandatory preconstruction coordination and safety meeting which the Tenant and all contractors and subcontractors shall attend, including the superintendent employed for the Project.
- B. At the Pre-Construction Conference, the Tenant should submit to the Authority upon request: 1) A copy of the contractor's insurance documentation on Authority forms, as applicable; and 2) if construction costs exceed \$25,000, submit performance bonds. It is mandatory that the Tenant submits a list of all subcontractors to be used and their phone numbers and an emergency contact list for all key Project personnel.
- C. The Authority will be advised as to the time and place of any general Project coordination and progress meetings held by the contractor and subcontractors, architect/engineer and Tenant during the construction. The Authority may attend these meetings or require additional meetings to keep fully abreast of the Tenant's activities. Tenant will record minutes of any such meetings and distribute copies to Authority.

# 4. **Project Schedules:**

- A. Prior to starting construction, Tenant shall submit to the Authority a comprehensive Project Schedule (including activity lines for each of the Work segments to be performed at the Project Site).
- B. If the Tenant's operations are materially affected by changes in the plans or in the amount of the Work, the Tenant is to submit a revised Progress Schedule that shall show how the Tenant proposes to prosecute the balance of the Work.
- C. Tenant shall fully cooperate with the Authority in minimizing the impact of the Project on normal Airport operations, including when Tenant's Project Schedule falls during periods of heavy Airport traffic. The Authority shall have the right to stop Work deemed by the Authority to impact normal Airport operations, in which case Tenant shall not proceed with the stopped Work until it receives written consent from the Authority. The Authority may also require different hours of work for certain work scopes.

#### 5. Work Performed in Conformity with Permit:

- A. Verification of Existing Conditions. Prior to commencing construction, the contractor shall familiarize himself as to the existing conditions. Should the contractor discover any inaccuracies, errors or omissions between the actual existing conditions and the Work approved under the TIP, Tenant shall immediately notify the Authority in writing, prior to proceeding.
- B. In the event the Authority finds the materials of the Work performed are not in conformity with the plans and specifications or the TIP, the Work or materials may be required to be removed and replaced otherwise corrected by and at the expense of the Tenant.

## 3.04 REVISIONS TO APPROVED DOCUMENTS:

- 1. Changes to Scope of Permit Work. If changes to the scope of Work or equipment to be installed occur, Tenant shall submit those proposed changes to the Authority for review and acceptance prior to proceeding. The Tenant shall be solely responsible for the full cost of the Work authorized under the Permit. The Authority shall not be responsible for any costs relating to the Work, any change order or other related expenses whether they were requested by the Tenant or required by the Authority or any other regulatory agency.
- 2. Any Proposed Change in the Permitted Work, whether requested by Tenant or required by the Authority, shall be described in Drawings, Specifications, Construction Change Directives or other means acceptable to the Authority. Proposed Changes shall be submitted to the Authority for review and approval prior to the execution of the Work. The Authority reserves the right to comment on and require changes to any Proposed Change to the Permitted Work at their sole discretion.

## 3.05 CONSTRUCTION INSPECTIONS AND APPROVALS:

#### 1. General:

- A. These requirements and standards are in addition to and not in lieu of all other applicable local, state, and federal requirements or standards and are not all-inclusive.
- B. The Tenant is responsible for all subtenant and contractor compliance with the TIP program.
- C. The Tenant will in no way interfere with normal operational characteristics of any airport facility except as specifically indicated and specified in the TIP approved by the Authority.

# 2. Coordination and Inspection:

- A. The Authority's Engineering Department will be the point of contact for any Authority TIP inspection.
- B. The Authority may attend scheduled progress meetings or require additional meetings to be held at a time and place suitable to the Authority. The Authority will be advised as to the time and place of any general Project coordination and progress meetings held by the Tenant during the construction. Tenant will record minutes of any such meetings and distribute copies to Authority for review.
- C. The Authority will be allowed access to all parts of the work and will be furnished a key and such information and assistance by the contractor as is required to make a complete and detailed inspection. The Authority reserves the right to issue a stop work notice at any time if unsafe conditions are observed, airport security is compromised, or the contractor fails to follow the provisions of the TIP Program.
- D. Other federal, state, and local agencies may require the Tenant to have permits and inspections in addition to those required by the Authority. The Authority will have no responsibility for insuring that these permits or inspections are properly scheduled or completed. It is the Tenant's responsibility to ensure these items are properly completed and copies of the final signed documents forwarded to the Authority.

- E. Until Project Close Out, Tenant shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, from vandalism or from any other cause, whether arising from the execution of non-execution of the Work. The Tenant shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes to a condition equal to that existing before such damage or injury was done, before Project Close Out.
- F. The Tenant shall not suspend the Work unless approved by the Authority, and in such cases the Tenant shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, provide for adequate drainage and shall erect any necessary temporary structures, signs or other facilities at his expense.

## 3.06 PROJECT CLOSE OUT AND RECORD DOCUMENTS:

# 1. Project Close Out

- A. The Tenant shall notify the Authority, in writing, upon completion of the Work, a letter notice of completion, a copy of the contractor's signed Release-of-Lien and the required "Record Drawings" shall be submitted to the Authority for Permit Closure. Permit Closure is defined as that time when the Authority closes the subject TIP. Tenant is responsible for insuring that all insurance and bonding requirements remain current and in force until the Work Permit is closed.
- B. At a minimum, the following items or actions are required for Project Close Out:
  - Inspection and acceptance by the Authority of the Work and of areas accessed or occupied by the contractor(s) during construction. At the Authority's option, Work not completed as agreed upon will be performed by the Authority and billed back to the Tenant, plus 20% for administrative overhead.
  - ii. Receipt of a copy of the contractor's signed Final Release of Lien by the Authority.
  - iii. Acceptance of a letter from the Tenant to the Authority stating that the Work is complete and that all contractors have been paid in full.
  - iv. Receipt of the Authority of copies of all required reproducible "Record Drawings," original redlined as-built drawings, specifications, special reports and final inspection reports from any other agencies permitting the Work, including on CAD disk.
  - v. A punch list signed by the Authority TIPM acknowledging completion of all punch list items.
  - vi. Return of all security badges issued, unless instructed otherwise by the Authority.

# Chapter 4 – Safety and Security Requirements

#### 4.01 SAFETY PLANNING AND EMERGENCY PROCEDURES:

# 1. Safety Plan:

- A. The purpose of the Safety Plan is to set forth guidelines concerning construction safety while performing work on an approved Tenant Improvement Permit (TIP). Described herein are methods, procedures, rules and directives to be adhered to during said construction period.
- B. Following are the Safety Plan objectives that must be achieved in order to maximize safety and to minimize time and economic loss to the aviation community, construction contractors, and others directly affected by the Project.
  - i. Keep the airport operational for all users.
  - ii. Minimize delays to airport operations.
  - iii. Maintain safety of airport operations.
  - iv. Minimize delays to construction operations.
  - v. Minimize airport-operation/construction-activity conflicts.

The Tenant must keep these objectives in mind when formulating work schedules and operational activities.

## 4.02 SECURITY TRAINING AND TSA COORDINATION:

# 1. Tenant's Security Requirements:

# A. General:

- i. The Tenant shall comply with all requirements of the Airport Security Plan and with the Security Plan specified herein. The Tenant will designate a Tenant Security Officer (SO). The SO will be the Tenant's representative and will be accountable for these security requirements for the Tenant.
- ii. All work performed in the AOA or the non-public secured areas will require workmen and vehicle clearance (badges and passes) obtained through Authority Operations. Tenant and their employees requiring security badges must submit through the FBI a fingerprint based criminal history records check, (CHRC). A fee is associated with the investigation. Contact Airport Police Office Ext. 264 for detailed information on obtaining badges.

# B. Tenant Security Personnel Orientation:

i. The Tenant's SO will be responsible for all safety precautions.

## C. Vehicle Identification:

i. The Tenant will establish and maintain a list of Tenant vehicles authorized to operate on the site. Vehicle permits, issued by badging will be assigned in a manner to assure positive identification of the vehicle at all times. The Authority requires each vehicle to display a large company sign on both sides of vehicle, and display an airport blue decal and beacon when operating on the AOA.

# D. Employee Parking:

An area for parking Tenant's employee's vehicles will be designated and approved by the Authority.

# E. Security Breach and Files:

- i. Ten Thousand Dollars (\$10,000) per occurrence will be assessed against the Tenant if the Tenant violates the requirements of the Airport Security Plan or the Security requirement specified herein.
- ii. Notwithstanding the foregoing, repeated and/or flagrant violations of the Security Plan will also be grounds for the suspension of the work at no cost to the Authority or cancellation of the TIP.

# F. Tenant Security:

i. Tenant agrees to abide by the provisions of the Transportation Safety Administration (TSA) and airport security plans. The badging process takes two weeks or more to complete, and the Authority will not issue badges until an approved TIP is issued.

## 4.03 LIMITATIONS OF ACCESS:

#### 1. Access to the Construction Site:

- A. The Tenant's access to the site will be as directed by the Authority. Airport employees may also use this access route. No other access routes are authorized unless approved in writing, by the Authority. This is typically addressed in the pre-construction meeting.
- B. All Tenant traffic authorized to enter the site will be experienced in the route or guided by Tenant personnel. The Tenant will be responsible for traffic control to and from the various construction areas on the Site.
- C. The Tenant will familiarize all its employees with the access route. An employee of the Tenant familiar with the route will escort material and equipment delivery trucks.
- D. The Tenant will monitor and coordinate all Tenant traffic at the access gate with Authority Security. The Tenant will not permit any unauthorized construction personnel or traffic on the site.
- E. The following procedure will be used for access to site by AOA unauthorized persons:
  - Tenant will schedule deliveries.

- ii. Visitors will inform the Tenant upon arrival (by cell phone) and be escorted by Tenant.
- iii. Tenant will go to the gate and escort visitor to job site.
- iv. The Tenant will provide and operate an escort vehicle to lead other vehicles when operating within the AOA, both to and from the job site location.

## 4.04 SECURING THE WORK AREA:

# 1. Security and Protection of Facilities:

- A. Securing Work Area:
  - Any construction that will cause disruption to the public or other Tenants must be done behind closed doors of the Tenant's space and protected from the public.
- B. Staging, Stockpile, and Spoil Areas:
  - i. Staging area(s), <u>as approved by the Authority</u>, will be used to house the Tenant's offices, and to store all idle equipment, supplies, and construction materials.
  - ii. Tenant's vehicles, equipment, and materials will be stored in an area designated by the Authority. Upon completion of the work, the storage area will be cleaned up and returned to its original condition and to the satisfaction of the Authority. Employee services will not be permitted beyond the Tenant's designated travel and parking area. Drivers of vehicles being operated beyond these areas will be subject to loss of permission to enter the construction site.
  - iii. Equipment not in use during construction, nights, and/or holidays will be parked in areas approved by the Authority as part of the pre-construction documentation.
  - iv. If additional storage area is needed, the Tenant may request it from the Authority. The request will be reviewed on the basis of what is to be stored and the area needed. The Tenant will provide any necessary fencing and/or security.
  - v. No hazardous materials will be stored within the Terminal Complex.

# C. Construction Area Limits:

i. The limits of construction, material storage area, equipment storage area, parking area and other areas defined as required for the Tenant's use during construction will be adhered to by the Tenant.

## 4.05 NOTIFICATION PROTOCOLS:

#### 1. FAA Notification and Coordination:

- A. In some cases various approvals from the FAA are required prior to the start of a Project. Such cases include a new roof top unit and any projects that involve the installation of radios, antennas, or transmitters that use various frequencies that may interfere with FAA operations.
- B. Projects that fall in to the above categories will need to coordinate with the TIPM as soon as possible in the design process to start the FAA approval process. This process can take as long as 60-120 days.

# 2. Airport Notification Process:

- A. Various notifications during the construction process are required of the Tenant. This includes twenty-four hours advance notice for all building, electrical, plumbing, and health inspector site visits.
- B. All pressure testing of water, coolant, sewer, and gas lines prior to tap-ins must be coordinated with the TIPM twenty-four hours in advance. All tap results must be approved by authorized personnel prior to the completion of the testing.
- C. TIPM will notify other Tenants within the construction area in writing as to the extent and duration of the construction.
- D. If the Tenant requires access to another Tenant's area for construction purposes, forty-eight hour prior notification to TIPM is required. Such work may be required to be done after hours.