

Proposal, Contract Documents And
Technical Specifications For

EAST TEXAS REGIONAL AIRPORT

SOUTHWEST GA AREA TAXILANE – PHASE I

COUNTY BID No. 2018-815
FAA AIP No. 2-48-0137-45-2018

KSA Project No. GC.107

June 15, 2018

Prepared by:

KSA

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TBPE Firm Registration No. F-1356



EAST TEXAS REGIONAL AIRPORT

SOUTHWEST GA AREA TAXILANE – PHASE I

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DIVISION I

BID AND CONTRACT DOCUMENTS

NOTICE TO BIDDERS AND/OR PROPOSERS

PROJECTS, SERVICES & SUPPLIES

SEALED BIDS will be received by Kelli L. Davis, CPPB, Gregg County Purchasing Department, at 101 East Methvin Street, Suite 205, Gregg County Courthouse, Longview, Texas 75601, for the construction of Southwest GA Area Taxilane – Phase I until Wednesday, July 25, 2018 at 2:00 p.m. Upon opening, bids will be publicly read aloud. Any bids received after the above stated time will be returned unopened. All interested persons may attend.

Bid

SOUTHWEST GA AREA TAXILANE – PHASE I
EAST TEXAS REGIONAL AIRPORT
LONGVIEW, TEXAS

AIP No. 3-48-0137-45-2018
COUNTY Bid No. 2018-815

THE PROPOSED WORK includes:

Southwest GA Area Taxilane – Phase I

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

Contract documents including bid proposal forms, plans sheets, and specifications for the Project may be viewed and downloaded free of charge (with the option to purchase hard copies) at www.civcastusa.com. Scanned plans and specifications (PDF format) are available on CD for a non-refundable price of \$50.00 from KSA Engineers, Inc., 140 E Tyler Street, Longview, Texas, 75601 (903-236-7700). Printed copies of the Contract Documents may be viewed at the Engineer's office. Please submit questions for this project at least 48 hours prior to bid opening through www.civcastusa.com in the Q&A portal or to C. Eric Hudson, P.E. at ehudson@ksaeng.com. All addenda issued for this project will **only** be posted on www.civcastusa.com. Gregg County reserves the right to accept or reject in whole or in part any bid received and to waive any irregularities or formalities in the best interest of the County.

Advertisement Dates:

Longview News Journal

1st Publication: Sunday, July 1, 2018

2nd Publication: Sunday, July 8, 2018

Specifications may be reviewed at the office of the Airport Director, East Texas Regional Airport, Longview, Texas, Telephone (903) 643-3031. Also, a pre-bid conference for Bid No. 2018-815 will be held on Thursday, July 12, 2018 at 10:00 a.m. in the 2nd floor conference room in the terminal building at the East Texas Regional Airport.

Mr. Roy H. Miller, Jr. A.A.E.
Airport Director, East Texas Regional Airport
Gregg County, Longview, Texas

INFORMATION FOR BIDDERS

EAST TEXAS REGIONAL AIRPORT
GREGG COUNTY, TEXAS
SOUTHWEST GA AREA TAXILANE – PHASE I
COUNTY BID NO. 2018-815
AIP PROJECT NO. 3-48-0137-45-2018

SEALED BIDS will be received by Kelli L. Davis, CPPB, Gregg County Purchasing Agent, at 101 East Methvin Street, Suite 205, Gregg County Courthouse, Longview, Texas 75601, until Wednesday, July 25, 2018, 2018 at 2:00 p.m. Upon opening, bids will be publicly read aloud. Any bids received after the above stated time will be returned unopened. All interested persons may attend.

THE PROPOSED WORK includes:

- Southwest GA Area Taxilane – Phase I.

THE ATTENTION OF THE BIDDERS is called to the fact that security of the airport is of prime concern at all times and this Contract is subject to restrictions to this end as set out by the Contract Documents. Some of the work must be accomplished in such a manner as to minimize interference with air carriers and coincident aircraft operations. All other work is subject to safety and other restrictions as outlined in the Contract Documents.

DOCUMENTS ARE ON FILE at the office of the Airport Director, East Texas Regional Airport, Gregg County, Texas, and in the office of KSA Engineers, Inc., 104 E Tyler Street, Suite 600, Longview, Texas, 75601. Contract documents including bid proposal forms, plans sheets, and specifications for the Project may be viewed and downloaded free of charge (with the option to purchase hard copies) at www.civcastusa.com. Scanned plans and specifications (PDF format) are available on CD for a non-refundable price of \$50.00 from KSA Engineers, Inc., 140 E Tyler Street, Suite 600, Longview, Texas, 75601 (903-236-7700 or ehudson@ksaeng.com). Please submit questions for this project at least 48 hours prior to bid opening through www.civcastusa.com in the Q&A portal or to C. Eric Hudson, P.E. at ehudson@ksaeng.com. All addenda issued for this project will **only** be posted on www.civcastusa.com.

BIDDING SECURITY in the form of a Bid Bond or certified Cashier's Check in an amount not less than five percent (5%) of the total Bid shall be furnished by each Bidder as required by the above mentioned documents. Such check, or collateral, shall be made payable to Gregg County.

POLICY - It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirement are contained in the Specifications.

All bidders and proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract twelve point one percent (12.1%) of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful bidder (proposer) will be required to submit information concerning the DBE's that will participate in this contract (subcontract). The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract (subcontract). If the bidder fails to achieve the contract goal as stated herein, it will be required to provide documentation demonstrating

that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive.

The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The Bidder's (Proposer's) attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications.

The Bidder (Proposer) must supply all the information required by the bid or proposal form. The successful bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the subcontract exceeds \$10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.

Women will be afforded equal opportunity in all areas of employment. However the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts over \$50,000 or more, a contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more, will be required to maintain an affirmative action program within 120 days of the commencement of the contract.

COMPLIANCE REPORTS - Within 30 days after award of this contract, the contractor shall file a compliance report (Standard Form 100) if:

- (a) The contractor has not submitted a complete compliance report within 12 months preceding the date of award; and
- (b) The contractor is within the definition of "employer" in Paragraphs 2e(3) of the instructions included in Standard Form 100.

The contractor shall require the subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within 30 days after award of the subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

The proposed contract is subject to the equal opportunity clause contained in the specifications, which will be furnished to prospective bidders or will be available for examination at the office indicated in the advertisement.

A pre-bid conference for this project will be held on Thursday, July 12, 2018 at 10:00 a.m. in the 2nd floor conference room in the terminal building at the East Texas Regional Airport.

Mr. Roy H. Miller, Jr., A.A.E.
Airport Director, East Texas Regional Airport
Gregg County, Longview, Texas

Advertisement Dates:

Longview News Journal

1st Publication: Sunday, July 1, 2018

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INSTRUCTION TO BIDDERS

I-01 NOT USED

I-02 CERTIFICATION OF NON-SEGREGATED FACILITIES:

- a: A certification of Non-Segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000, which is not exempt from the provisions of the equal opportunity clause.
- b: Contractors receiving federally assisted construction contract awards exceeding \$10,000, which are exempt from the provisions of the equal opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

I-03 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

- a: A certification of Non-Segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the equal opportunity clause.
- b: Contractors receiving subcontract awards exceeding \$10,000 which are exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for suppliers and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

I-04 PROPOSALS

- a: Proposals shall be strictly in accordance with the prescribed forms furnished with the specifications. Any modifications or deviations therefrom may be considered sufficient cause for rejection.
- b: The proposal must be legibly written in ink with all prices given in figures. If the unit price and total amount for any item are not in agreement, the unit price shall govern and the totals will be corrected to conform thereto. Erasures or other changes in the Proposal must be explained or noted over the initials of the Bidder.
- c: Proposals must be submitted for all of the construction included in the schedule for which the bid is submitted. A price shall be bid for each item listed in the unit price schedule. Any bid covering only a part of the work will not be considered.
- d: Proposals must be signed, in writing, by an individual authorized to bind the Bidder.
- e: Proposals must be submitted complete, with all other contract documents in their original bindings as furnished by the Engineer. They must be submitted at the place and on or before the time specified in the Advertisement for Bids.
- f: Proposals must be submitted in sealed envelopes addressed to the Owner, and clearly marked in accordance with paragraph I-09, DELIVERY OF PROPOSAL.

- g: The plans, specifications, and other documents designated in the Proposal form shall be considered a part of the Proposal whether attached or not.

I-05 ISSUANCE OF PROPOSAL FORMS:

- a: The Owner reserves the right to refuse to issue a proposal form to a prospective Bidder should such Bidder be in default for any of the following reasons:
 1. Failure to comply with any pre qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.
 2. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective Bidder.
 3. Contractor defaulted under previous contracts with the Owner.
 4. Unsatisfactory work on previous contracts with the Owner.

I-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the Proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis of comparison for Proposals and the award of the Contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in subsection - ALTERATION OF WORK AND QUANTITIES of Section 40 of the General Provisions without in any way invalidating the unit bid prices.

I-07 LOCAL CONDITIONS:

- a: Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties that will attend the execution of the work called for by the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such means as they may choose as to the actual conditions and requirements. Information derived from the plans and specifications or from the Engineer or his assistants shall not relieve the Bidder of this responsibility.
- b: The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, plans, and specifications.
- c: Not used.

I-08 PROPOSAL GUARANTY:

- a: Proposals must be accompanied by a certified check drawn on a National Bank, or a bank having membership in the Federal Reserve System, or by a bid bond executed by a

satisfactory Surety Company. The proposal guaranty shall be in an amount not less than five percent (5%) of the total amount of the bid. The proposal guaranty shall be made payable to Gregg County, Texas.

- b: Check or bond of the successful Bidder shall be forfeited in case the Bidder neglects or refuses to enter into a contract and to furnish the required performance bond and payment bonds within fifteen (15) days after the prescribed Contract and bond forms are presented for his signature.
- c: Checks of unsuccessful Bidders will be returned in accordance with paragraph I-20, RETURN OF PROPOSAL GUARANTY.

I-09 DELIVERY OF PROPOSAL:

Each Proposal submitted shall be placed in a sealed envelope plainly marked with the project number, contract number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed Proposal, marked as indicated above, should be enclosed in an additional envelope. No Proposal will be considered unless received at the place specified in the Advertisement before the time specified for opening of bids. Proposals received after the bid opening time shall be returned to the Bidder unopened.

I-10 WITHDRAWAL OR REVISION OF PROPOSALS:

- a: A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a Proposal provided that Bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the Advertisement before the time specified for opening of bids.
- b: A Bidder may not withdraw a bid for a period of ninety (90) days after the opening thereof as per the terms stated in the Proposal.

I-11 PUBLIC OPENING OF PROPOSALS:

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

I-12 BID BONDS, CONTRACT BONDS, AND INSURANCE:

Attention of Bidders is called to the fact that all bid bonds, performance and payment bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's compensation insurance, and property damage insurance must be secured through agents who are residents of Texas.

I-13 CLARIFICATION OF CONTRACT DOCUMENTS:

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents will be made only by an addendum duly issued; a copy of such addendum will be mailed to each person who has previously secured or subsequently secures a set of contract documents. The

Owner will not be responsible for any other explanation or interpretations of the contract documents.

I-14 IRREGULAR PROPOSALS:

- a: Proposals shall be considered irregular for the following reasons:
 - 1. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the Proposal form is detached.
 - 2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind, which make the Proposal incomplete, indefinite, or otherwise ambiguous.
 - 3. If the Proposal does not contain a unit price for each pay item listed in the Proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.
 - 4. If the Proposal contains unit prices that are obviously unbalanced.
 - 5. If the Proposal is not accompanied by the Proposal guaranty specified by the Owner.
- b: For AIP Contracts, Proposals shall be considered irregular for any of the reasons stated and, in addition, if the Proposal is "non-responsive" with respect to the requirements of Part 152 of the Federal Aviation Regulations as specified in the Proposal form.
- c: The Owner reserves the right to reject any irregular Proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

I-15 DISQUALIFICATION OF BIDDERS:

- a: A Bidder shall be considered disqualified for any of the following reasons:
 - 1. Submitting more than one (1) Proposal from the same partnership, firm, or corporation under the same or different name.
 - 2. Evidence of collusion among Bidders. Bidders participating in collusion shall be disqualified as Bidders for any future work of the Owner until such participating Bidder has been reinstated by the Owner as a qualified Bidder.
 - 3. If the Bidder is considered to be in "default" for any reason specified in paragraph I-05, ISSUANCE OF PROPOSAL FORMS.

I-16 EXECUTION OF CONTRACT DOCUMENTS:

- a: Following notice of award and within fifteen (15) calendar days, as provided in the Proposal, the successful Bidder shall properly execute the Contract in six (6) counterparts.
- b: Failure of the successful Bidder to execute the Contract and furnish an acceptable Surety bond or bonds within fifteen (15) calendar days shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

I-17 BASIS OF AWARD:

- a: Bids will be considered on the basis of the total amount bid as derived from unit and lump sum prices and estimated quantities as given in the Proposal. Evidence of serious unbalancing of the unit prices may be considered cause for rejection of bids.
- b: The Contract will be awarded to the Bidder submitting the lowest and best bid, considering the Bidder's experience and ability to do the work, and the character and quality of the equipment he proposed to furnish. The Owner reserves the right to select such bid as will in its opinion serve the best interest of the Owner. The award is subject to the approval of the Federal Aviation Administration.
- c: In addition, until the award of the Contract is made, the Owner reserves the right to reject any or all Proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable State and local laws or regulations pertaining to the letting of construction contract; advertise for new Proposals or proceed with the work otherwise. All such actions shall promote the Owner's best interests.
- d: The proposal indicates several bid schedules, with additive alternate bids. The Owner reserves the right to award any Schedule or combination of Schedules. Additive Alternate bid will only be awarded if the corresponding schedule is also awarded. The Owner reserves the right to select such bid as will in its opinion serve the best interests of the Owner.

I-18 AWARD OF CONTRACT

The award of a contract, if it is to be awarded, is contingent upon Gregg County receiving adequate funding from the Federal Aviation Administration.

The award of a contract, if it is to be awarded, shall be made within ninety (90) calendar days of the date specified for publicly opening Proposals, unless otherwise specified herein.

If awarded, the Owner will award only one prime contract. Each bidder must supply a bid on all schedules and alternates as described in the bid proposal.

Award of the Contracts shall be made by the Owner to the lowest, qualified Bidder whose Proposal conforms to the cited requirements of the Owner.

I-19 CANCELLATION OF AWARD:

The Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a Contract has been fully executed by all parties and is approved by the Owner in accordance with the paragraph I-22, APPROVAL OF CONTRACT.

I-20 RETURN OF PROPOSAL GUARANTY:

All proposal guaranties, except those of the two lowest Bidders, will be returned immediately after the Owner has made a comparison of bids as herein before specified in paragraph I-17, BASIS OF AWARD. Proposal guaranties of the two lowest Bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful Bidder's proposal guaranty will be returned. The successful Bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph I-21, REQUIREMENTS OF CONTRACT BONDS.

I-21 REQUIREMENTS OF CONTRACT BONDS:

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

Performance and Payment Bond each in the amount of 100 percent of the contract amount shall be provided.

I-22 APPROVAL OF CONTRACT:

Upon receipt of the Contract and contract bond or bonds that have been executed by the successful Bidder, the Owner shall complete the execution of the Contract in accordance with local laws or ordinances, and return the fully executed Contract to the Contractor. Delivery of the fully executed Contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's Proposal and the terms of the Contract.

I-23 BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)

a: The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds sixty percent (60%) of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in the subparagraphs (b)(1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

b: The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except those-

1. that the US. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality;
2. that the US. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

3. that inclusion of domestic material will increase the cost of the overall project contract by more than twenty-five percent (25%).

I-24 LIQUIDATED DAMAGES:

Gregg County, Texas will suffer financial loss if the project is not completed within the contract time. Each prime contractor or its surety shall be liable for and shall pay to the Gregg County the sum of one thousand dollars (\$1,000.00) per calendar day that the project remains incomplete beyond the expiration of the contract time.

I-25 POLICY:

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirement are contained in the Specifications.

All bidders and proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract ten point six percent (10.6%) of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful bidder (proposer) will be required to submit information concerning the DBE's that will participate in this contract (subcontract). The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract (subcontract). If the bidder fails to achieve the contract goal as stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive.

The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The Bidder's (Proposer's) attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications.

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For contracts over \$50,000 or more, a contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more, will be required to maintain an affirmative action program within 120 days of the commencement of the contract.

I-26 COMPLIANCE REPORTS:

Within 30 days after award of this contract, the contractor shall file a compliance report (Standard Form 100) if:

- a: The contractor has not submitted a complete compliance report within 12 months preceding the date of award; and
- b: The contractor is within the definition of "employer" in Paragraphs 2e(3) of the instructions included in Standard Form 100.

The contractor shall require the subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within 30 days after award of the subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

The proposed contract is subject to the equal opportunity clause contained in the specifications which will be furnished to prospective bidders or will be available for examination at the office indicated in the advertisement.

I-27 PRE-BID CONFERENCE:

A pre-bid conference for this project will be held on Thursday, July 12, 2018 at 10:00 a.m. in the 2nd floor conference room located in the terminal building at the East Texas Regional Airport.

BID INSTRUCTIONS/REQUIREMENTS

❖ ***SUBMISSION OF BIDS/BIDS:*** Two (2) complete sets of all bid documents (original and one (1) copy) shall be sealed and **marked** Bid# 2018-815 East Texas Regional Airport, Southwest GA Area Taxilane – Phase I.

Gregg County Purchasing
Kelli Davis, CPPB, Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601

- ❖ Questions concerning this bid/Bid and process **shall** be directed only to Gregg County Purchasing Director by email to purchasing@co.gregg.tx.us; Kelli Davis. Failure to comply with this guideline could result in disqualification from the bid process.
- ❖ **All bids must be sealed** when returned to Gregg County.
- ❖ The bid must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Gregg County Purchasing Agent, 101 East Methvin, St. 205, Longview, TX, 75601 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid.
- ❖ All questions/checklists/blanks must be included in your response on the forms provided. Failure to include any of the requested information within your bid may result in rejection/disqualification.
- ❖ BIDS WILL BE received and publicly acknowledged at the Gregg County Purchasing Department located at the address listed above. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the Bid/bid and identified as such by vendor.
- ❖ **It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Signature Form, Certification of eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render bid non-responsive.**
- ❖ **All documents relating to this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Gregg County Purchasing Department website and available for download by bidders and other interested parties. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.**

PROPOSAL

Place: Gregg County, Texas

Date: _____

Proposal of _____

A Corporation organized and existing under the laws of the State of _____

OR

Proposal of _____

A partnership consisting of _____

and _____

OR

Proposal of _____

An individual trading as _____

and _____

To: Gregg County Purchasing Agent
Gregg County Courthouse
101 E. Methvin
Longview, Texas 75601

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Southwest GA Area Taxilane – Phase I in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received by Kelli L. Davis, CPPB, Gregg County Purchasing Agent, at 101 East Methvin Street, Suite 205, Gregg County Courthouse, Longview, Texas 75601, until Wednesday, July 25, 2018 at 2:00 p.m.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
P-101-5.1	1,625	S.Y.	Pavement and Base Removal at _____ Dollars and _____ Cents per square yard	\$ _____	\$ _____
P-151-4.2	3.3	AC.	Clearing and Grubbing at _____ Dollars and _____ Cents per acre	\$ _____	\$ _____
P-152-4.1	7,000	C.Y.	Unclassified Excavation at _____ Dollars and _____ Cents per cubic yard	\$ _____	\$ _____
P-155-8.1	5,800	S.Y.	Lime-Treated Subgrade at _____ Dollars and _____ Cents per square yard	\$ _____	\$ _____
P-155-8.2	315,000	LB	Lime at _____ Dollars and _____ Cents per pound	\$ _____	\$ _____
P-156-5.1	1,075	L.F.	Installation and Removal of Silt Fence at _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
P-401-8.1	770	TON	Bituminous Surface Course at _____ Dollars and _____ Cents per ton	\$ _____	\$ _____
P-403-8.1	1,150	TON	HMA Base Course at _____ Dollars and _____ Cents per ton	\$ _____	\$ _____

SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
P-620-5.1	1,300	S.F.	Runway and Taxiway Markings at _____ Dollars and _____ Cents per square foot	\$ _____	\$ _____
F-162.-5.1	615	L.F.	6' Chain-Link Security Fence at _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
D-701-5.1	250	L.F.	18" ASTM C-76, Class III,RCP at _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
D-701-5.2	50	L.F.	18" ASTM C-76, Class III,RCP, ARCH at _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
D-751-5.3	2	EA.	Inlets at _____ Dollars and _____ Cents per each	\$ _____	\$ _____
D-754-5.1	50	C.Y.	Concrete Ditches at _____ Dollars and _____ Cents per cubic yard	\$ _____	\$ _____
T-901-5.1	2.1	AC.	Seeding at _____ Dollars and _____ Cents per acre	\$ _____	\$ _____
T-905-5.2	10,100	S.Y.	Topsoiling (Furnished From Off the Site) at _____ Dollars and _____ Cents per square yard	\$ _____	\$ _____
GP-105	1	L.S.	Mobilization at _____ Dollars and _____ Cents per lump sum	\$ _____	\$ _____
S-005.1	2,550	S.Y.	Geotextile Fabric at _____ Dollars and _____ Cents per square yard	\$ _____	\$ _____

SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
S-006.1	1,550	S.Y.	Erosion Control Matting at _____ Dollars and _____ Cents per square yard	\$ _____	\$ _____
S-13-5.1	23	EA.	Taxiway Centerline Retroreflective Markers (Green) at _____ Dollars and _____ Cents per each	\$ _____	\$ _____
S-33-5.1	600	L.F.	Furnish and Install 3" AWWA C900 DR 18 PVC Waterline at _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
S-33-5.2	1	EA.	Furnish and Install 3" Tapping Sleeve and Valve Assembly at _____ Dollars and _____ Cents per each	\$ _____	\$ _____
S-33-5.3	1	EA.	Install 1" Water Service Line at _____ Dollars and _____ Cents per each	\$ _____	\$ _____
S-33-5.4	1	EA.	Furnish and Install 3" Gate Valve Assembly at _____ Dollars and _____ Cents per each	\$ _____	\$ _____
TXDOT 340	525	TON	Fine Graded Hot-Mix Asphalt (Type D) at _____ Dollars and _____ Cents per ton	\$ _____	\$ _____
TXDOT 247-5.1	2,800	S.Y.	6" Flexible Base Course at _____ Dollars and _____ Cents per square yard	\$ _____	\$ _____

TOTAL AMOUNT BID: \$ _____

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the Gregg County Commissioners Court if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

90 calendar days

Should the Contractor fail to fully complete the work within the above stated time, he shall pay the Gregg County Commissioners Court, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph LIQUIDATED DAMAGES OF INSTRUCTION TO BIDDERS, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be accessed at the same rate as specified above for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of ninety (90) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has _____ has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer) has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is included in Appendix 3.

Witness

SEAL (If Bidder is a Corporation)

Name of Bidder

By _____
(Signature)

(Print Name and Title)

(Address)

(City, State and Zip Code)

(Phone Number)

Submitted on _____, 2018.

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date

Addenda Number

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

CERTIFICATION OF ELIGIBILITY

By submitting a bid or Bid in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is ***not*** on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/Bid submission and time of award, the bidder/proposer will notify the Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature: _____ **Date:** _____

Printed Name: _____

BID SIGNATURE FORM

The undersigned agrees this bid becomes the property of Gregg County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be ninety (90) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Gregg County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Gregg County prior to the official opening of this bid.

Vendor hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

Signature _____ **X**

Company Name		
Address		
City/State/Zip Code		
Phone:	Office:	Fax:
	Cell:	Email:
Print Name		
Job Title		

To: Vendors of Gregg County, Texas
From: Kelli L. Davis, CPPB, Purchasing Agent
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Attached, please find link below to a Conflict of Interest Questionnaire. The questionnaire should reflect the name of the individual, Official, Employee or Department with whom the conflict of interest. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through bid return, fax, or email. Please see contact information below.

Gregg County Clerk
Gregg County Courthouse
101 East Methvin, St. 200
Longview, Texas 75601
Ph; 903-236-8430

Gregg County Purchasing Department
Email: purchasing@co.gregg.tx.us
Ph: 903-237-2684
Fx: 903-237-2682

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

REFERENCE TWO:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

REFERENCE THREE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, are hereby held and firmly bound unto The County of Gregg, Texas as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2018.

The Condition of the above obligation is such that whereas the Principal has submitted to The County of Gregg, Texas a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the Southwest GA Area Taxilane – Phase I.

NOW THEREFORE

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

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

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

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

STATEMENT OF QUALIFICATIONS

_____ Bidder

_____ Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

4. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

5. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

6. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

Contractor may attach additional project summaries and/or references for consideration by the Owner.



STANDARD TERMS AND CONDITIONS
Gregg County, Texas

Awarded vendor certifies and agrees to the following:

1. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Gregg County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Gregg County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Gregg County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
2. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
3. Invoices shall be sent to the Gregg County Purchasing Department, 101 East Methvin, St. 205, Longview, TX, 75601. Invoices must detail the materials/equipment/services delivered and **must reference the Gregg County Purchase Order Number.** Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.
4. Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

5. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
6. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
7. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Longview, Gregg County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
8. The awarded vendor shall obtain from the appropriate City, Gregg County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
9. The awarded contractor shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
10. The parties herein agree that the agreement shall be enforceable in Gregg County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Gregg County, Texas.
11. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
12. Funding Clause - Payments required to be made by Gregg County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Gregg County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Gregg County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the purchasing agent. Thereupon, Gregg County will be released from its obligation to make further payments.
13. Gregg County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in bid prices.

14. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
15. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
16. Awarded Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.
17. Gregg County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to awarded contractor. Upon termination, Gregg County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Gregg County shall not be liable for loss or reduction in any anticipated profit.
18. Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.
19. The awarded contractor agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
20. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years. County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.

21. Contractor understands and agrees that in returning a response to this proposal/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Gregg County Commissioners Court; if any.
22. Gratuities– Gregg County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
23. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
24. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

25. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
26. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
27. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
28. Applicable Law - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
29. Advertising - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
30. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
31. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Longview, Gregg County, Texas.
32. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
33. The contents of each vendor's bid, including specifications shall remain valid for a minimum of 60 calendar days from the Bid due date.
34. Subcontracting: The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate software packages from multiple subcontractors.

35. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
36. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
37. All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
38. Descriptions: Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
39. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Gregg County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the Bid. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
40. Patents/Copyrights: The successful vendor agrees to protect Gregg County from claims involving infringements of patents and/or copyrights.
41. Contract Administrator: The Contract Administrator will serve as sole liaison between the Gregg County Commissioners Court and affected Gregg County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
42. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
 - (b) Name and address of receiving department and/or location;
 - (c) Gregg County Purchase Order number; and,
 - (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
43. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
44. Invoices must show all information as stated above, and will be issued for each purchase order.
45. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
46. Warranty: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
47. Remedies: The successful vendor and Gregg County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
48. Silence of Specification: The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
49. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County *before* work commences.**

50. ***Standard Insurance Policies Required:***
- a. Commercial General Liability Policy
 - b. Automobile Liability Policy
 - c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Gregg County.
- e. All insurance policies shall be furnished to Gregg County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with Gregg County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

51. ***Workers Compensation Insurance*** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.

- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
- (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Gregg County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Gregg County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Gregg County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Gregg County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Gregg County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Gregg County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

CRIMINAL BACKGROUND CHECKS

Any contracts will require vendors to enter sensitive security areas. These include, but are not limited to, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails.

The following will apply to awarded vendor personnel.

- The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

CRIMINAL BACKGROUND CHECKS

Any Gregg County Airport projects will require vendors to enter sensitive security areas. These include, but are not limited to, Gregg County Airport, Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails.

The following will apply to awarded vendor personnel.

- The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

Special Conditions

WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall if required, furnish satisfactory evidence as to the kind and quality of materials.

RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the work herein is contracted for by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the OWNER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the OWNER'S written consent.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices if necessary. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER against any claim or claims for damages due to any injury to any adjacent or adjoining

property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed, or substantially completed, the OWNER shall inspect the work and within said time, prepare and send a list of deficiencies. If there are not deficiencies found then OWNER will process final payment.

FINAL PAYMENT. The OWNER, who shall pay to the CONTRACTOR on or before the 30th day, and before the 35th day, after the date of Project Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract.

PAYMENTS WITHELD. The OWNER may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

CHANGE ORDERS: Without invalidating this Agreement, the OWNER may, at any time or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the OWNER after formal approval of the Gregg County Commissioners Court. The Change Order shall set forth the basis for any change in contract

price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change..

EXAMINATION OF SITE OF PROJECT. Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project.

TRADE NAMES AND MATERIALS.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean the equivalent of, or equal to some other thing, in the opinion or judgment of the Owner. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Owner, and the Owner shall have the right to require the use of such specifically designated material, article or process.

BARRICADES, LIGHTS, AND WATCHMEN. Where the work is carried on in or adjacent to any street, alley or public place, the Contractor shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the Owner may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the Owner.

RESTORATION OF SITE & CLEANUP. Upon completion of the project (or major portions thereof) the Contractor shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in an undamaged, clean condition.

SAFETY.

- In accordance with generally accepted construction practices, the Contractor alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the Owner to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or on, or near the construction site.

EXISTING UTILITIES AND SERVICE LINES. The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense.

PROTECTION OF PROPERTY. The Contractor shall, at no additional expense to the Owner, protect by false work, braces, shoring or other property along his line of work or affected directly by his work, against damage and shall repair the damages or repay the injured Owners if such damage occurs. The Contractor shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the Contractor without additional compensation. Protection is Contractor's responsibility and he must satisfy himself as to the existence and location of all utilities and structures.

CONTRACTS IN DEFAULT. The Owner may declare a contract in default for any one or more of the following reasons:

- Failure to complete the work within the contract period or any extension thereof.
- Failure or refusal to comply with an order of the Owner within a reasonable time.
- Failure or refusal to remove rejected materials.
- Failure or refusal to perform anew any defective or unacceptable work.
- Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- Disregard or violation of any other important provisions of the Contract Documents as determined by the Engineer.

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
COUNTY OF Gregg §

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between the County of Gregg, Texas, acting through the Honorable Bill Stoudt, County Judge, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____, County of _____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond having even date wherewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

County Bid No. 2018-815
East Texas Regional Airport – South GA Area Taxilane – Phase I.

and all extra work in connection therewith, under the terms as stated in this Standard Form of Agreement: all of the documents attached to this Standard Form of Agreement: all Plans Specifications and drawings for the projects as prepared by the Owner’s engineer KSA Engineers Inc. (herein entitled “Engineer); and all printed or written explanatory materials of said Plans, Specifications and drawings. The Contractor hereby agrees with the OWNER that the CONTRACTOR shall commence and complete all such construction work at the CONTRACTOR’S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction and work.

This documents that are attached to and for all purposes made part of this Standard Form of Agreement include the Notice to Bidders, Bid Bond, Statement of Qualifications, Contractor’s Bid Proposal, Construction Performance Bond, Construction Payment Bond, Maintenance Bond, Certificate of Insurance, General Provisions, Special Provisions, Mandatory Federal Contract Provisions, Gregg County, Texas Standard Terms and Conditions, and Technical Specifications. This agreement shall also include all Plans, Specifications and drawings for the project, as prepared by the ENGINEER, and all printed or written explanatory materials shall include all Plans, Specifications, Addenda and drawings. This Standard Form of Agreement and the documents listed herein shall collectively evidence and constitute the entire contract between the parties hereto regarding the subject matter hereof.

THE CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 90 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Provisions.

THE OWNER agrees to pay the Contractor in current funds _____ Dollars (\$ _____) such payments to be subject to the General and Special Provisions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

County of Gregg
OWNER, Party of the First Part

CONTRACTOR, Party of the Second Part

By: _____
County Judge

By: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, CONTRACTOR, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such _____ for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the _____ day of _____, A.D., 2018.

Notary Public in and for

County State

My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, OWNER, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such City for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the _____ day of _____, A.D., 2018.

Notary Public in and for

County State

My Commission Expires: _____

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Gregg County Purchasing Agent, the completed Form 1295 **must** be submitted to Gregg County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Gregg County contract.

Instructions and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**County of Gregg, Texas
101 E. Methvin
Longview, Texas 75601**

CONSTRUCTION CONTRACT

Date: _____

Amount: \$ _____

Description (Name and Location): Southwest GA Area Taxilane – Phase I
AIP Project No. 3-48-0137-4X-2018, County Bid No. 2018-815.
East Texas Regional Airport, Gregg County, Texas

BOND

Date: _____
(Not earlier than Construction Contract Date)

Amount: _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - a. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - b. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
- 3.3 The Owner has agreed to pay the Balance of the contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - a. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - b. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - d. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default of this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**County of Gregg, Texas
101 E. Methvin
Longview, Texas 75601**

CONSTRUCTION CONTRACT

Date: _____

Amount: \$ _____

Description (Name and Location): Southwest GA Area Taxilane – Phase I
AIP Project No. 3-48-0137-4X-2018, County Bid No. 2018-815.
East Texas Regional Airport, Gregg County, Texas

BOND

Date: _____
(Not earlier than Construction Contract Date)

Amount: _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the American Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - a. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - b. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and set a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - a. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - b. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF GREGG §

KNOW ALL MEN BY THESE PRESENTS: That _____
as Principal, hereinafter called Contractor, and _____, as Sureties, are held
and firmly bound unto the County of Gregg, Texas, as Obligee, hereinafter called Owner, in the amount of
_____ Dollars (\$_____), for the payment
whereof Contractor and Sureties bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has completed the construction of Southwest GA Area Taxilane –
Phase I for the County of Gregg, Texas in accordance with the drawings and specifications submitted to
the County of Gregg and;

WHEREAS, the contractor hereby covenants and agrees that he will maintain and keep in repair
such improvements from any defects resulting from improper installation thereof or material defects, for a
period of one (1) year, commencing on the date of issuance of the Certificate of Completion for
construction of said project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor
shall promptly and faithfully perform as hereinabove provided, then this obligation shall be null and void,
otherwise, it shall remain in full force and effect.

WHENEVER the Contractor shall be and declared by the Owner to be in default under aforesaid
agreement to maintain and keep in repair, the Sureties shall promptly remedy the default or be
responsible to the Owners for having performed Contractor's obligation thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 2018.

By _____

Title _____

Address _____

By _____

Title _____

Address _____

The name and address of the Resident Agent of Surety is:

CERTIFICATE OF INSURANCE

TO: _____ Date _____
 _____ Project No. _____
 _____ Owner _____ Type of _____
 _____ Address _____ Project _____

THIS IS TO CERTIFY THAT _____
 (Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 Person \$ 1 Accident
Contingent Liability				1 Person \$ 1 Accident
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contains such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

 (Name of Insurer)

By _____

Title _____

SEPARATION OF MATERIALS FORM

The successful Bidder shall prepare an itemized list of materials (including his prices to Owner) which are to be incorporated into the project and/or furnished to the Owner uninstalled. Consumable materials including motor fuel, are excluded from this list.

This is a list of materials which, for sales tax purposes, are considered sold by the Contractor to the owner who is a sales tax exempt entity. Such materials are thus exempt from any sales taxes, either on the Contractor's purchase of the materials for resale or on his resale to the Owner.

The level of detail in this breakdown is at the discretion of the Contractor, with the understanding that the Contractor is responsible for furnishing required documentation to the State Comptroller. Major material purchases should be included to ensure their tax exempt status.

Material quantities in this breakdown should be limited to the amounts reasonably necessary for completion of the project. Excess materials which are used on another project may become subject to sales tax if not properly documented.

The Contractor's material prices to the Owner must be no less than his purchase price and may include transportation and handling costs plus a reasonable profit.

The total material price in the required breakdown must equal the total material price listed below. The breakdown must be mathematically correct before it will be approved by the Engineer and incorporated into the contract documents as sales tax exempt.

The material price breakdown shall be submitted with this form before execution of the contract documents. Otherwise, the Contractor may risk losing his sales tax exemption for this project.

- | | | |
|----|---|----------|
| 1. | TOTAL CONTRACT AMOUNT
(As Awarded) | \$ _____ |
| 2. | SALES TAX EXEMPT MATERIALS
(All materials which are (a) furnished by Contractor and incorporated into completed project or (b) furnished uninstalled by Contractor to Owner) | \$ _____ |
| 3. | OTHER COSTS
(Including installation and consumable materials) | \$ _____ |

- NOTES:
1. Line 1 = contract price as awarded.
 2. Line 2 + Line 3 must equal Line 1.
 3. Line 2 must be not less than Contractor's anticipated invoice price for all sales tax exempt materials.

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO:

FROM CONTRACTOR:

VIA ENGINEER:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ _____
- 2. Net change by Change Orders \$ _____
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
- 5. RETAINAGE:
 - a. _____ % of Completed Work (Column D + E on G703) \$ _____
 - b. _____ % of Stored Material (Column F on G703) \$ _____
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____ 0.00
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ _____ 0.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
- 8. CURRENT PAYMENT DUE \$ _____ 0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AFFIDAVIT AND COMPLETION CERTIFICATE

STATE OF TEXAS §
 §
COUNTY OF GREGG §

THAT I, the undersigned, being duly sworn, say that I was the Contractor for the performance of certain work under AIP Grant No. 3-48-0137-4X-2018 entered into the _____ day of _____, 2018, between the Gregg County, Texas (Owner) and _____ (Contractor) for construction of the Southwest GA Area Taxilane – Phase I at the East Texas Regional Airport under the Federal Aviation Administration Airport Improvement Program.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned further certifies the improvements on the aforementioned project have been fully and satisfactorily completed in conformity with the contract.
2. The undersigned further certifies that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract and that the wage rates paid by Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
3. The undersigned further certifies that there are no claims of subcontractors or materials suppliers for unpaid bills for labor or materials and supplies furnished in the course of the contract.

CERTIFIED TRUE AND CORRECT

Contractor

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, AD., 2018.

Notary Public in and for _____ County, Texas

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: East Texas Regional Airport
Southwest GA Area Taxilane – Phase I
AIP Project No. 3-48-0137-4X-2018
Gregg County Bid No. 2018-815

DATE OF ISSUANCE: _____

OWNER: County of Gregg, Texas
East Texas Regional Airport

PROJECT NO.: GC-107

CONTRACTOR: _____ (Contractor)

ENGINEER: KSA Engineers, Inc.

This Certificate of Substantial Completion applies to all work in the Bid Proposal and subsequent field and/or change orders.

TO: Gregg County, Texas

And to: _____ (Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER, and that work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is shown below:

- 1.

This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents. The items in the list shall be completed or corrected by CONTRACTOR within 90 days from the date of Substantial Completion.

This certificate does not constitute an acceptance of the Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20____

KSA Engineers, Inc.

By: _____
Authorized Signature

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20____

(Contractor)

By: _____
Authorized Signature

OWNER accepts this Certificate of Substantial Completion on _____, 20____

Gregg County, Texas
East Texas Regional Airport

By: _____
Authorized Signature

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of *Subpart A* to 49 CFR Part 26.
- (2) POLICY - It is the policy of DOT that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this* regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this DOT assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL. The attainment of goals established for this contract are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:
 - a. **The percent to be performed by DBE's is twelve point one percent (12.1%).**
- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) as 8 (a) firms and those firms which are currently certified by other Department of Transportation (DOT) agencies (such as the *Texas Bureau* of Aeronautics). Firms which desire certification which do not meet the SBA or other DOT agencies previous certification: criteria are required by the Owner to complete the DOT recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic

certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1) \$ _____

Total DBE Value (2) \$ _____

Total DBE percent (2)/(1) _____ %

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;

- e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract;
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR pat 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than _____ days from the receipt of each payment the prime contractor received from Gregg County. The prime contractor agrees further to return retainage payments to each subcontractor within _____ days after the subcontractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Gregg County. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: _____
 IRS Number: _____
 By: _____
 Title: _____
 Date: _____

**MANDATORY FEDERAL
CONTRACT PROVISIONS**

INSTRUCTIONS REGARDING CONTRACTOR'S INSURANCE

The following provision or a similar provision shall be included in the Special Provisions and in the Instructions to Bidders for all proposed AIP project bidding documents:

Contractor's Liability Insurance Requirements: The bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost of premiums for such additional coverage shall be paid by Owner in the form of a reimbursement under the contract.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner shall provide such additional coverage, naming the contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

Third Party Coverage: In the event the bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium cost shall be that amount of additional premium above the premium for the coverage shown in the Certificate of Insurance submitted with the bid. In the event additional coverage is required by the Owner, the additional premium cost for third party coverage above the amounts shown in the Certificate of Insurance shall be paid by the Owner in the form of a reimbursement under the contract.

SPECIAL INSTRUCTION TO BIDDERS REGARDING EEO

**Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity
(Executive Order 11246, as amended)**

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

Goals for minority
participation in
each trade

12.1%

(Insert Percentage Requirement)

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

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

3. The contractor shall provide written notifications to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employee identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
(49 CFR PART 29)**

The bidder (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**Certification Regarding Foreign Trade Restrictions
(49 CFR PART 30)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Buy American Certification
(Aviation Safety and Capacity Expansion Act of 1990)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from Gregg County, Texas (insert sponsor representative) lists of articles, materials, and supplies excepted from this provision.

PRODUCT	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

BIDDER'S NAME _____

ADDRESS _____

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO. _____

NONSEGREGATED FACILITIES

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR 60-1.8)**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certificate of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and title of Signer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

SECTION A

(Federal Aviation Administration (FAA) Requirements)

A-1 Airport and Airway Improvement Program Project

The work in each Department of Transportation, Aviation Division contract which is being undertaken and accomplished by East Texas Regional Airport (Sponsor) in accordance with the terms and condition of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the Contract, makes the United States a party to this contract.

A-2 Consent to Assignment

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3 Convict labor.

No convict labor may be employed under this contract.

A-4 Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5 Withholding Sponsor from Contractor

Whether or not payments or advance to East Texas Regional Airport (Sponsor) are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6 Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the Sponsor may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7 FAA Inspection and Review

The contractor shall allow any authorized representative or the FAA to inspect and review any work or materials used in the performance of this contract.

A-8 Subcontracts

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9 Contract termination.

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (49 CFR Part 18).

A-10 Inspection of Records

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records or the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11 Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18).

A-12 General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

SECTION B

(Federal Aviation Administration (FAA) Requirements)

DAVIS BACON ACT REQUIREMENTS (29 CFR PART 5)

B-1 Minimum Wages

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractor relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B-1)(d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1) (b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met;

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and
- (ii) The classification is utilized in the area by the construction industry, and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B-1) (b) (2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona ride fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding

The Federal Aviation Administration or the Sponsor shall upon Its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federal-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, " helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 Payrolls and basic records

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona ride fringe benefits or cash equivalents thereof of the types described in l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of programs, the registration of the

apprentices and trainees, and the ratios and was rates prescribed in the applicable programs. (29 CFR 5.5(a)(3)(1) (Approved by the Office and Budget under OMB Control Number 215-0149).

(b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a 'Statement of Compliance,' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following.

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b)(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an Apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice rate, who is not registered or otherwise employed as stated above, shall be paid not less than the apprentice wage rate, on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employment listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance With Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Compliance With Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

B-9 Certification of Eligibility

- (a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

B-10 Contract Termination: Debarment

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

SECTION C

(Federal Aviation Administration (FAA) Requirements)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR PART 5)

C-1 Overtime Requirements

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

C-2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

C-3 Withholding for Unpaid Wages and Liquidated Damages

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

C-4 Subcontractors.

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

C-5 Working Conditions.

No contractor or subcontractor may require any labor or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

SECTION D

(Federal Aviation Administration (FAA) Requirements)

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

- D-1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- D-2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- D-3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D-4 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D-5 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- D-6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- D-7 The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION E

(Federal Aviation Administration (FAA) Requirements)

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

- E-1 Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contractor will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-4843, Washington, D.C. 20590.
- E-2 Contractors and subcontractors agree:
- a. That any facility to be used in the performance of the contract or subcontractor or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
 - b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
 - c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
 - d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

SECTION F

(Federal Aviation Administration (FAA) Requirements)

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 C.F.R. 60-43)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the "solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin;
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical

area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following.

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all

minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location when construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific of these Items with onsite supervisory personnel such as superintendents, general foremen, etc, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected

in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontract as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construct as a limitation upon the application of other laws which establish different standards of compliance or upon the applications of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SECTION G

(Federal Aviation Administration (FAA) Requirement)

CONTRACTUAL REQUIREMENTS TO PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI (49 CFR PART 21)

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or in indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contact in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction,

the contractor may request the Sponsor to enter into such litigation to protect the interest of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SECTION H

(Federal Aviation Administration (FAA) Requirements)

TERMINATION OF CONTRACT (49 CFR PART 18)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

SECTION I

(Federal Aviation Administration (FAA) Requirements)

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (Aviation Safety and Capacity Expansion Act of 1990)

- (a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.
- (b) The following terms apply to this clause:
1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL FUNDED CONSTRUCTION - Aviation

The purpose of this Special Provision is to carry out the U. S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal-Aid Construction," of this special provision shall apply to this contract. If there is no DBE goal, Article B "Race Neutral DBE Participation," of this Special Provision shall apply to this contract.

ARTICLE A: Disadvantaged Business Enterprise in Federal-Aid Construction

1. POLICY.

It is the policy of the DOT and **Gregg County, Texas** (henceforth the "Sponsor") that DBEs, as defined in 49 CFR Part 26, Subpart A and the Sponsor's DBE Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26, and the Sponsor's DBE Program, apply to this contract as follows.

- A. The Contractor will offer DBEs, as defined in 49 CFR Part 26, Subpart A and the Sponsor's DBE Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Contractor shall make a good faith effort to meet the DBE goal for this contract.
- B. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts.
- C. The requirements of this Provision shall be physically included in any subcontract.
- D. After a conditional award is made to the low bidder, the Sponsor will determine the adequacy of a Contractor's efforts to meet the contract goal, within 10 working days from receipt of information required under Section 4, "Contractor's Responsibilities." If the requirements of Section 4 are met, the conditional situation will be removed and the contract will be forwarded to the Contractor for execution.

The Contractor's performance, during the construction period of the contract, in meeting his approved goal will be monitored by the Sponsor.

2. DEFINITIONS.

- A. "Sponsor" means **Gregg County, Texas**.
- B. "Federal-Aid Contract" is any contract between Sponsor and a Contractor which is paid for in whole or in part with DOT financial assistance.
- C. "DBE Joint Venture" means an association of a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct clearly defined portion of the work of the contract and whose share in the capital contribution,

control, management, risks and profits of the joint venture are commensurate with its ownership interest.

D. "Disadvantaged Business Enterprise" or "DBE" means a firm certified as such by the Department in accordance with 49 CFR Part 26.

E. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this special provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirements.

F. "Manufacturing Material Supplier" is a firm that operates or maintains a factory or establishment that produces or significantly alters on the premises the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. Brokers, packagers, manufacturers' representatives or persons who arrange or expedite transactions shall not be regarded as manufacturers.

G. "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established regular business that engages in, as its principal business and in its own name, the purchase and sale of the products in question.

A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment for the product. Brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions shall not be regarded as regular dealers. Any supplementing of a regular dealers own distribution equipment shall be by a long-term lease agreement and not on an adhoc or contract-by-contract basis.

H. "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.

I. "Race-neutral DBE Participation" means any participation by a DBE through customary competition procurement procedures.

3. **PERCENTAGE GOAL.** The percentage goal for DBE participation in the work to be performed under this contract is **(12.1)%** of the contract amount.

4. **CONTRACTOR'S RESPONSIBILITIES.** These requirements must be satisfied by the Contractor.

A. After conditional award of the contract, the Contractor shall furnish the following information so as to arrive in the Sponsor's office not later than 5:00 p.m. on the fourteenth (14th) day after the conditional award of the contract. When requested, additional time, not to exceed 15 days, may be granted based on documentation submitted by the Contractor.

(1) The names and addresses of the DBE subcontractors he intends to use to satisfy the DBE goal,

(2) An agreement for each proposed DBE containing:

→ The items of work to be performed

- The quantities of work or materials
- The unit of measure
- The unit price
- The total amount for each item
- The total amount of the DBE commitment signed by an officer of the contracting firm and the proposed DBE agreeing that if the contract is signed by the Contractor, the proposed DBE will be given the opportunity to do the respective subcontract work.
- Material Suppliers listed on Contractor commitments must give an explanation of the function they will perform on each project. Details of any arrangements made with other material suppliers, manufacturers, distributors, hauling firms, freight companies, etc. must be submitted to the Sponsor with the commitment.

B. DBE Prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Sponsor.

C. A Contractor who cannot meet the contract goal, in whole or in part, shall document the good faith efforts taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subcontractors and suppliers and selecting those portions of the work or material needs consistent with the available DBE subcontractors and suppliers.
- (5) The ability or desire of the Contractor to perform the work of a contract with its own organization does not relieve the Contractor's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Contractor's failure to meet the contract DBE goal, as long as such costs are reasonable.

Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Contractor.
- (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

D. The preceding information shall be submitted directly to the Airport Manager.

E. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, the proposal guaranty filed with the bid shall become the property of the Sponsor, not as a penalty, but a liquidated damages to the Sponsor.

F. The Contractor shall make all reasonable efforts to honor commitments to DBE subcontractors named in the commitment submitted under Section 4. a. of this Provision. Prior to terminating or removing a DBE subcontractor named in the commitment, the Contractor must demonstrate to the satisfaction of the Sponsor that the originally designated DBE was not able or willing to perform.

G. The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the contract goal. The Contractor shall submit a commitment agreement for the substitute DBE firm(s).

Any substitution of DBEs shall be subject to approval by the Sponsor. Prior to approving the substitution, the Sponsor may request a statement from the DBE concerning it being replaced.

H. The Contractor shall designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

I. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

5. ELIGIBILITY OF DBEs.

A. The Department of Transportation (Department) certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform subcontract work on DOT financially assisted contracts.

B. This certification will be accomplished through the use of the appropriate certification schedule contained in this Department's DBE Program.

C. The Department publishes annually a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on

DOT financially assisted contracts. This Directory is available from the Department's Construction Division, Business Opportunity Programs Section. A monthly update of the Directory can be found on the Internet at www.dot.state.tx.us/insdot/orgchart/cmd/cserve/dbelst/.

- D. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 4.a. and 4.g. above. For purposes of the DBE goal on this project, DBEs will only be allowed to perform work in the categories of work for which they are certified.
6. **DETERMINATION OF DBE PARTICIPATION.** DBE participation shall be counted toward meeting the DBE goal in this contract in accordance with the following:
- A. Once a firm is determined to be an eligible DBE, the total eligible dollar amount paid on the contract or purchase order awarded to the DBE is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- B. A Contractor may count toward its DBE goal contract fees paid to disadvantaged truck owner-operators provided the following requirements are met:
- (1) The contractor furnishes the following information on each owner-operator to be used:
 - name of owner-operator
 - social security number
 - DBE vendor number
 - (2) The record of payments to each disadvantaged Truck Owner-Operator, whether paid by the prime Contractor or one of his subcontractors, must be attached to the prime Contractor's monthly report for the respective month to receive credit toward the DBE goal.
- C. A Contractor may count toward its DBE goal a portion of the dollar amount paid to a joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.
- D. Commercially Useful Function
- (1) A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function in the work of a contract or purchase order. A DBE is considered to perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
 - (2) Consistent with industry practices and the Department's DBE Program, a DBE subcontractor may enter into second-tier subcontracts, amounting to up to 70 percent of their contract. Work subcontracted to a non-DBE does not count towards DBE goals. Brokers and firms with brokerage-type operations will only receive credit for their commission.

- (3) A DBE trucking firm is considered to be performing a commercially useful when the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and the DBE itself owns and operates at least one fully licensed, insured, and operational truck used on the contract.

The Contractor receives credit for the total value of the transportation services the DBE provides on a contract using trucks it owns, insures, and operates using drivers it employs.

The DBE may lease trucks from another DBE firm, including certified disadvantaged truck owner-operators. The Contractor receives credit for the total value of the transportation services provided by the lessee.

The DBE may lease trucks from a non-DBE, including owner-operators; however, the Contractor may only receive credit for the fee or commission the DBE receives as a result of the lease arrangement.

A lease must indicate that the DBE has exclusive use of and control over the truck, giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.

- (4) When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

E. A Contractor may count toward its DBE goal expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provision of the materials, goods and services.

- (1) The Contractor may count its entire expenditure to a DBE manufacturing material supplier. In order to be considered a manufacturing firm, a DBE must conform to the definition given in Section 2.f. of this provision. Should the DBE firm obtain the final product(s) provided to the Contractor from a source other than its own factory or establishment, then the DBE firm, for that case, will not be considered to be a manufacturing material supplier and its supply work will be credited toward the DBE goal using an adjustment percentage no greater than that used for a regular dealer.
- (2) The Contractor may count 60 percent of its expenditures to a DBE regular dealer. In order to be considered as a regular dealer, the DBE must conform to the definition given in Section 2.g. of this provision.

F. A Contractor may count toward its DBE goal the following expenditures to DBE firms that are not manufacturing material suppliers or regular dealers, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services:

- (1) The fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of materials, or supplies required for performance of the contract.
- (2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies.
- (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract.

- G. If a Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, by assuring payment for the materials to be placed in the DBE's work and wants to receive credit toward the DBE goal for the cost of the material, then the material supplier may invoice the DBE firm and be paid by remittance from the DBE firm or the material supplier may invoice the prime Contractor and the DBE firm jointly and be paid by the prime Contractor making remittance to the DBE firm and the material supplier jointly. The DBE firm must agree to the joint check arrangement. No credit will be given toward the DBE goal for the cost of the DBE's required materials paid by the prime Contractor directly to the material supplier.
- H. No credit will be given toward the DBE goal for the cost of materials placed by a DBE firm or for the cost of equipment leased or rented and used in the DBE firm's work when payment for those costs is effected by making a deduction from the prime Contractor's payment(s) to the DBE firm.

7. RECORDS AND REPORTS.

- A. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for race neutral participation. One copy of each monthly report is to be sent to the Sponsor. These reports will be due within fifteen (15) days after the end of a calendar month. These reports will be required until all DBE subcontracting or contracting or material supply activity is completed. The DBE Monthly Progress Report Form is to be used for monthly reporting. The DBE Final Report is to be used as a final summary of DBE activity submitted upon completion of the project. These forms may be obtained from the Sponsor or may be reproduced by the Contractor. The Sponsor may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Department's project number.
- B. DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period.
- C. Monthly reports for Truck Owner-Operators should be in the form of a list of Truck Owner-Operators paid that month, including Vendor Number and the amount of payment made to each.
- D. All such records must be retained for a period of three years following completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Sponsor or the DOT.
- E. Prior to receiving final payment, the Contractor shall submit an affidavit detailing the DBE subcontract payments. The DBE Final Report is to be used for the Final Report. This form may be obtained from the Department or may be reproduced by the Contractor. If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 4.c. of the Provision, must be submitted with the DBE Final Report.

8. COMPLIANCE OF CONTRACTOR. To ensure that DBE requirements of this DOT assisted contract are complied with, the Sponsor will monitor the Contractor's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of monthly reports submitted to the Sponsor by the Contractor indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted on the project site by the Sponsor.

The Contractor shall receive credit toward the DBE goal based on actual payments to the DBE subcontractor. The Contractor shall notify the Sponsor if he/she withholds or reduces payment to any DBE

subcontractor. The Contractor shall submit an affidavit detailing the DBE subcontract payments prior to receiving final payment for the contract.

Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Sponsor may verify the explanation with the DBE firm being replaced before giving approval of the substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal prior to approval of the substitution from the Sponsor.

The Contractor's providing work crews and equipment to DBEs is prohibited. The occasional formal leasing of a major piece of equipment with or without operator by the prime Contractor to a DBE will be considered on a case-by-case basis by the Sponsor.

A. Contractor's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Sponsor reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor, not as a penalty but as liquidated damages to the Sponsor; or such other remedy or remedies as the Sponsor deems appropriate.

ARTICLE B: Race-Neutral Disadvantaged Business Enterprise

It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Sponsor's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported to the Sponsor. Payments to DBEs reported are subject to the requirements of Article A, Section 5, "Determination of DBE Participation".

The Contractor and any Subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts financed in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Sponsor or other such remedy, as the Sponsor deems appropriate.

**WAGE RATE
DETERMINATION**

General Decision Number: TX180011 01/05/2018 TX11

Superseded General Decision Number: TX20170011

State: Texas

Construction Types: Heavy and Highway

Counties: Bowie, Gregg, Rusk, Smith and Upshur Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SUTX2011-004 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving and Structures).....	\$ 13.16	
ELECTRICIAN.....	\$ 19.87	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.93	
Structures.....	\$ 13.38	
LABORER		
Asphalt Raker.....	\$ 12.02	
Flagger.....	\$ 8.50	
Laborer, Common.....	\$ 10.08	
Laborer, Utility.....	\$ 12.70	
Pipelayer.....	\$ 14.64	

Work Zone Barricade
Servicer.....\$ 11.46

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 13.88
Asphalt Paving Machine.....\$ 12.35
Broom or Sweeper.....\$ 10.08
Crane, Lattice Boom 80
tons or less.....\$ 13.85
Crawler Tractor.....\$ 13.62
Excavator 50,000 pounds or
less.....\$ 13.67
Excavator Operator over
50,000 pounds.....\$ 13.52
Foundation Drill, Truck
Mounted.....\$ 22.05
Front End Loader , over 3
cy.....\$ 12.33
Front End Loader, 3 cy or
less.....\$ 13.40
Loader/Backhoe.....\$ 12.97
Mechanic.....\$ 17.47
Milling Machine.....\$ 12.22
Motor Grader, Fine Grade...\$ 16.88
Motor Grader, Rough.....\$ 15.83
Pavement Marking Machine...\$ 13.10
Roller, Asphalt.....\$ 11.96
Roller, Other.....\$ 10.44
Scraper.....\$ 10.85
Spreader Box.....\$ 13.12

Servicer.....\$ 14.11

Steel Worker (Reinforcing).....\$ 17.53

TRUCK DRIVER

Lowboy-Float.....\$ 13.41
Off-Road Hauler.....\$ 10.08
Single Axle.....\$ 10.75
Single or Tandem Axle Dump..\$ 11.95
Tandem Axle Tractor w/Semi
Trailer.....\$ 12.50

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

DIVISION II
GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

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

10-01 AASHTO.

The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD.

The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT.

A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIRPORT IMPROVEMENT PROGRAM (AIP).

A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-05 AIR OPERATIONS AREA (AOA).

For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT.

Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM INTERNATIONAL (ASTM).

Formerly known as the American Society for Testing and Materials (ASTM).

10-08 AWARD.

The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-09 BIDDER.

Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA.

An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY.

Every day shown on the calendar.

10-12 CHANGE ORDER.

A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

10-13 CONTRACT.

The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM).

A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME.

The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR.

The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 CONTRACTOR'S LABORATORY.

The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).

The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-19 DRAINAGE SYSTEM.

The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-20 ENGINEER.

The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering observation of the contract work and acting directly or through an authorized representative.

10-21 EQUIPMENT.

All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-22 EXTRA WORK.

An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-23 FAA.

The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

10-24 FEDERAL SPECIFICATIONS.

The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-25 FORCE ACCOUNT.

Force account work is planning, engineering, or construction work done by the Sponsor's employees.

10-26 INSPECTOR.

An authorized representative of the Engineer assigned to make all necessary observations and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-27 INTENTION OF TERMS.

Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-28 LABORATORY.

The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

10-29 LIGHTING.

A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-30 MAJOR AND MINOR CONTRACT ITEMS.

A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-31 MATERIALS.

Any substance specified for use in the construction of the contract work.

10-32 NOTICE TO PROCEED (NTP).

A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-33 OWNER.

The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only.

10-34 PASSENGER FACILITY CHARGE (PFC).

Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls."

10-35 PAVEMENT.

The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-36 PAYMENT BOND.

The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-37 PERFORMANCE BOND.

The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-38 PLANS.

The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-39 PROJECT.

The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-40 PROPOSAL.

The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-41 PROPOSAL GUARANTY.

The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-42 RUNWAY.

The area on the airport prepared for the landing and takeoff of aircraft.

10-43 SPECIFICATIONS.

A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-44 SPONSOR.

A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

10-45 STRUCTURES.

Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-46 SUBGRADE.

The soil that forms the pavement foundation.

10-47 SUPERINTENDENT.

The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-48 SUPPLEMENTAL AGREEMENT.

A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-49 SURETY.

The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-50 TAXIWAY.

For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-51 WORK.

The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-52 WORKING DAY.

A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

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SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (NOTICE TO BIDDERS).

20-02 QUALIFICATION OF BIDDERS.

Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

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

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-03 CONTENTS OF PROPOSAL FORMS.

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS.

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by

implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.

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

20-07 PREPARATION OF PROPOSAL.

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

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

20-08 RESPONSIVE AND RESPONSIBLE BIDDER.

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

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 IRREGULAR PROPOSALS.

Proposals shall be considered irregular for the following reasons:

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

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

20-10 BID GUARANTEE.

Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

20-11 DELIVERY OF PROPOSAL.

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

20-12 WITHDRAWAL OR REVISION OF PROPOSALS.

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

20-13 PUBLIC OPENING OF PROPOSALS.

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

20-14 DISQUALIFICATION OF BIDDERS.

A bidder shall be considered disqualified for any of the following reasons:

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

END OF SECTION 20

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SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS.

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

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

- a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

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

30-02 AWARD OF CONTRACT.

The award of a contract, if it is to be awarded, shall be made within ninety (90) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-03 CANCELLATION OF AWARD.

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF PROPOSAL GUARANTY.

All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS.

At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless

otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT.

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 APPROVAL OF CONTRACT.

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

30-08 FAILURE TO EXECUTE CONTRACT.

Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection 30-06 titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-01 INTENT OF CONTRACT.

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

40-02 ALTERATION OF WORK AND QUANTITIES.

The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS.

The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK.

Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements

specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner. *No payment shall be made for any work outside of the original contract unless approved by the County prior to any work being performed.*

40-05 MAINTENANCE OF TRAFFIC.

It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

- a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.
- b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.
- c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 REMOVAL OF EXISTING STRUCTURES.

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

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

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.

Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

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

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

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

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

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

40-08 FINAL CLEANUP.

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

END OF SECTION 40

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SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER.

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS.

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

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

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

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

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

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

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS.

The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

LIST OF SPECIAL PROVISIONS**50-04 COOPERATION OF CONTRACTOR.**

The Contractor will be supplied with three (3) copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

50-05 COOPERATION BETWEEN CONTRACTORS.

The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

50-06 CONSTRUCTION LAYOUT AND STAKES.

The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an

amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
- b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:
 - (1) Runways – each paving lane width
 - (2) Taxiways – each paving lane width
 - (3) Holding areas – each paving lane width
- c. After finish paving operations at 50-foot (15-m) stations:
 - (1) All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.

- e. Fence lines at 100-foot (30-m) stations minimum.
- f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.
- h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).
- i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT.

Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS.

Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

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

50-09 INSPECTION OF THE WORK.

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

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

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

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

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.

All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

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

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS.

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION.

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

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

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

50-13 FAILURE TO MAINTAIN THE WORK.

Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE.

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

50-15 FINAL ACCEPTANCE.

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

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES.

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

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

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.

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

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

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

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:

- **Equipment name**
- **Cited FAA specifications**
- **Effective AC or approval letter for equipment and manufacturer.**

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.

Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

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

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

tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 CERTIFICATION OF COMPLIANCE.

The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

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

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

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

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

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

60-04 PLANT INSPECTION.

The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

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

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

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

60-05 ENGINEER'S FIELD OFFICE.

An Engineer's field office is not required.

60-06 STORAGE OF MATERIALS.

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

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

60-07 UNACCEPTABLE MATERIALS.

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

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

60-08 OWNER FURNISHED MATERIALS.

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

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

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

END OF SECTION 60

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SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED.

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

70-02 PERMITS, LICENSES, AND TAXES.

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

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES.

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

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS.

The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

- **Owner (Utility or Other Facility)**
- **Location (See Plan Sheet No.)**
- **Person to Contact (Name, Title, Address and Phone)**

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

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

70-05 FEDERAL AID PARTICIPATION.

For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS.

The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-09 USE OF EXPLOSIVES.

When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

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

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

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

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS.

The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that

effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE.

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

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC.

Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described below:

- **Phase or Description**
- **Required Date or Sequence of Owner's Beneficial Occupancy**
- **Work Shown on Plan Sheet**

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK.

Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor,

including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

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

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.

As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

- **Utility Service or Facility, or FAA Air Traffic Organization (ATO)/ Technical Operations/System Support Center (SSC)**
- **Person to Contact (Name, Title, Address, and Phone)**
- **Owner's Emergency Contact (Phone)**

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

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

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

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

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

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

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

70-16 FURNISHING RIGHTS-OF-WAY.

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

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS.

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

70-18 NO WAIVER OF LEGAL RIGHTS.

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

70-19 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate

contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

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SECTION 80 EXECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least twenty-five (25) percent of the total contract cost.

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

80-02 NOTICE TO PROCEED.

The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-03 EXECUTION AND PROGRESS.

Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

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

80-04 LIMITATION OF OPERATIONS.

The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

- **AOA**
- **Time periods AOA can be closed**
- **Type of communication(s) required when working in an AOA**
- **Control authority**

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION.

All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

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

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment

used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK.

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

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

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

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME.

The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

- a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working

days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.
- (5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

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

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

- c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME.

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	\$1,000 / calendar day	Ninety (90) calendar days

The maximum construction time allowed for Schedules [Base Bid] will be the sum of the time allowed for individual schedules but not more than ninety (90) days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT.

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

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

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

80-10 TERMINATION FOR NATIONAL EMERGENCIES.

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

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

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

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

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

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS.

The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 250 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES.

All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

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

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

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

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT.

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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

90-03 COMPENSATION FOR ALTERED QUANTITIES.

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS.

As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

90-05 PAYMENT FOR EXTRA WORK.

Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. *No payment shall be made for any work outside of the original contract unless approved by the County prior to any work being performed.*

90-06 PARTIAL PAYMENTS.

Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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

From the total of the amount determined to be payable on a partial payment, ten percent (10%) of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

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

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

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

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

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

90-08 PAYMENT OF WITHHELD FUNDS.

At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT.

When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

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

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 CONSTRUCTION WARRANTY.

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

- f. If the Contractor fails to remedy any failure, defect, or damage within fourteen (14) days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and
 - (3) Enforce all warranties for the benefit of the Owner.
- h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 PROJECT CLOSEOUT.

Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual.
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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SECTION 100 CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL.

When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over \$500,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 DESCRIPTION OF PROGRAM.

- a. **General description.** The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- b. **Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any

production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least ten (10) calendar days before the Notice to Proceed (NTP). The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION.

The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

- a. **Program Administrator.** The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

- b. Quality control technicians.** A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.
- (3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

- c. Staffing levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE.

The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

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

100-05 SUBMITTALS SCHEDULE.

The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-06 INSPECTION REQUIREMENTS.

Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.
- b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-07 QUALITY CONTROL TESTING PLAN.

As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)

- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

100-08 DOCUMENTATION.

The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

- a. **Daily inspection reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:
 - (1) Technical specification item number and description
 - (2) Compliance with approved submittals
 - (3) Proper storage of materials and equipment
 - (4) Proper operation of all equipment
 - (5) Adherence to plans and technical specifications
 - (6) Review of quality control tests
 - (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

- b. **Daily test reports.** The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:
 - (1) Technical specification item number and description
 - (2) Test designation
 - (3) Location
 - (4) Date of test
 - (5) Control requirements
 - (6) Test results

- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS.

The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER.

All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

- a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.
- b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:
 - (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
 - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 105 MOBILIZATION

105-1 DESCRIPTION.

This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-1.1 POSTED NOTICES.

Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-2 BASIS OF MEASUREMENT AND PAYMENT.

Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a.** With first pay request, 25%.
- b.** When 25% or more of the original contract is earned, an additional 25%.
- c.** When 50% or more of the original contract is earned, an additional 40%.
- d.** After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by 90-11, the final 10%.

END OF SECTION 105

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DIVISION III

SPECIAL PROVISIONS

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SPECIFICATIONS
SPECIAL PROVISIONS

SP-01. **GENERAL DESCRIPTION OF WORK:** Detailed descriptions of the several items of work are given in the Technical Specifications that follow.

SP-02. **RESTRICTIONS ON TIME FOR WORK:**

- A. It is the intent of this Contract to perform the work and limit the amount of time to a minimum that active areas are closed.
- B. See "Special Instructions" on Plans for ingress or egress to the project work areas.
- C. The control tower at the East Texas Regional Airport is manned or operational during working hours. The Contractor shall monitor ground control radio at all times that work is being performed in the airfield. The radio shall be capable of both transmitting and receiving on the ground control frequency of 121.6 MHz. If for any reason emergency use of any runway and taxiway is required, the Contractor shall remove his equipment, tools, and men, leaving the runway clear as possible to a point at least two hundred fifty (250) feet from the centerline of any runway and one hundred (100) feet from the centerline of a taxiway.

SP-03. **SEPARATE INSURANCE:** The Contractor will be required to maintain insurance of the types and amounts as stated in the Standard Terms and Conditions.

A. Other Insurance Requirements

Prior to Start of Work: Contractor shall furnish to Engineer certificates or copies of the policies, plainly and clearly evidencing required insurance and thereafter new certificates ***prior to the expiration date of any prior certificate.*** Contractor understands that it is its sole responsibility to provide this necessary information and that failure to provide this information can be viewed as a breach of this contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the District Attorney's office for their adequacy as to form, content, form of protection and providing company.

Insurance required by this contract for the County and Engineer as additional insured shall be primary insurance and not contributing with any other insurance available to County or Engineer, under any third part liability policy.

Contractor further agrees that with respect to the above required insurance, ETRA/Gregg County and Engineer shall:

- 1. Be named as additional insured/or an insured, as its interest may appear.
- 2. Be provided with a waiver of subrogation
- 3. Be provided with thirty (30) days advance notice, in writing, of cancellation or material change.

SP-04. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time.
1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely and in an acceptable manner, the work contracted for within the calendar days stated in the Contract. The calendar days stated in the Contract shall be counted from ten days after the effective date of the Owner's order to commence work or the date work commences, whichever occurs first and shall include all Sundays, holidays and non-work days. All calendar days, elapsing between the effective dates of any orders of the Engineer to suspend work and to resume work, for suspensions not the fault of the Contractor, shall be excluded. No allowances shall be made for delay or suspension of the prosecution of the work due to the fault of the Contractor.
 2. Extensions of time for completion, under the condition of (2) (a) next below, will be granted; extensions may be granted under other stated conditions.
 - (a) If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
 - (b) An average or usual number of inclement days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, times, and seasons, so unusual as not to be reasonably anticipated, extensions of time may be granted.
 - (c) Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, extensions of time may be granted. Such causes of delay shall include, but not necessarily be limited to, the following:
 1. Priority or allocation order duly issued by the Federal Government.
 2. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 3. The amount of all extensions of time for whatever reasons granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.
 - (d) The amount of Liquidated Damages to be assessed shall be \$330 per day.

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened.
 2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.
 3. Should the amount otherwise due to Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.
- (e) If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he, may at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of this request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completions in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SP-05. **LEGAL HOLIDAYS:** January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving, and December 25th will be considered as being holidays; no other days will be so considered. No engineering supervision will be furnished on legal holidays or Sundays, except in an emergency. However, these days shall not be excluded from Contract time.

SP-06. **DOCUMENTS FOR THE CONTRACTOR:** The Engineer will furnish to the Contractor three (3) set of Specifications, and three (3) sets of Full Size Plans. Additional sets, if requested, will be furnished at the costs of reproduction.

SP-07. **CLEAN UP:**

- A. From time to time the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work is not impeded. One such period of clean up shall immediately precede final inspection.
- B. Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.
- C. Following each work shift, runways, taxiway, and aprons shall be left clean of all loose aggregate, trash and other foreign matter.
- D. Clean up will not be measured for separate payment, but shall be considered subsidiary work pertaining to the several items of the Contract.

SP-08. ENTRANCE AND PARKING AREAS:

- A. Forces of the Engineer and of the Contractor shall enter and leave the airfield at the entrance gates shown on the Plans.
- B. During hours of work, privately owned vehicles shall be parked in the approved areas.
- C. During non-work hours, the Contractor's equipment which is to be left on the site shall be stored in the area designated on the approved parking and storage plan.
- D. Material hauling trucks shall enter the airfield at the gates shown on the Plans, and shall proceed to the area of work by the most direct route, as approved by the manager of the Airport. They shall leave the airfield by the same route and gate. Where required by the Engineer, barricades to define driving lanes on the airport shall be employed.
- E. At the gate, the Contractor shall station a credentialed watchman to assure that closing of the gate when not in use and to minimize the entry of unauthorized persons and vehicles. The watchman shall enter on duty one (1) hour before the beginning of the scheduled work period, and shall remain on duty one (1) hour past the end of the actual work period.

SP-09. CLEARANCE FOR USE WITH FAA: At the end of each work period, the Engineer and Owner's Representative shall determine that the taxiway or apron is ready for return to service. They will inform the representative of Federal Aviation Administration in the control tower, of the results of their inspection. It shall be the privilege of the FAA representative to make inspections also. If such inspection is desired, the representative and the Engineer shall develop a method of inspection that will produce the required information, and without interference with the work.

SP-10. SAFETY:

- A. Safety at the airport is a prime concern of the Owner. The Contractor promptly shall comply with any instruction given by the Owner or his representative.
- B. All construction shall be subject to the inspection of the Owner, and shall meet his approval.

SP-11. EXISTING CABLES: All airfield lighting cables, all FAA cables and any foreign cables shall be located prior to construction. The Contractor shall locate all airfield lighting cable; FAA and the Engineer shall locate the FAA cables. Construction shall not begin until all parties have located all of their respective cables.

SP-12. REPAIR OF EXISTING UTILITIES: There are some existing utilities in the area of the reconstruction. The Contractor shall immediately notify the Engineer of any utility encountered and report any interruption of any utility immediately to the utility and the Engineer. Any damaged facilities shall be replaced or repaired in accordance with FAA Specifications or as directed by the Engineer.

SP-13. DAYTIME WORK RESTRICTION:

- A. In order to maintain air traffic at the East Texas Regional Airport during the construction of the project, the Contractor shall construct the area of improvements, in phases as outlined on the phasing plans in the contract drawings.

It shall be the responsibility of the Contractor to insure that the apron is cleared of all debris as a result of his construction activity prior to opening said area for traffic.

- B. It shall be the full and sole responsibility of the Contractor to provide the required coordination, and to receive and comply with all instruction issued to him by traffic control or the engineer.
- C. Contact and control shall be by two-way aviation band radio, tuned to the specified frequency and shall be monitored at all times during the hours of work to assure receipt of information and instructions.
 - 1. The Contractor shall provide, for use of his personnel, at least one (1) aviation band radio. The radio shall be maintained in good and operable condition at all times.
 - 2. The radio furnished by the Contractor for use of his personnel shall remain his property and shall be recovered by him.
- D. Upon direction from air traffic control at the East Texas Regional Airport, the Contractor shall move all of his equipment and personnel to an area, or areas, at least two hundred fifty (250) feet from the edge of runway pavement, and at least one hundred (100) feet from the edge of taxiway pavement. Equipment and personnel shall not be returned to the restricted work area until permission for such return is granted by air traffic control.

In the clearing of restricted work areas, movement shall not be to any area opposite the ends of the runway.

SP-14. CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS:

- A. Safety requirements for construction activity affecting aircraft movement area have been coordinated with the airport owner, FAA and other interested parties. As a result of this coordination, a work sequence intending a minimum of disruption to aircraft operations has been developed. The resulting restriction imposed on the Contractor has been included as a part of the Contract provisions.
- B. During the time that the Contractor is performing the work, the aprons, taxiways, and runways at the airport will remain in use by aircraft, to the maximum extent allowable. The use by aircraft of runways and taxiways adjacent to the areas where the Contractor is working will be so scheduled as to minimize disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the Contract Specifications, shall always have priority over any and all of the Contractor's operations. The Contractor shall not allow his employees, Subcontractors, material suppliers, or any other persons over whom he has control, to enter or remain upon any part of the airport which would be a hazardous location. Should aprons, runways, or taxiways be required for use of aircraft, and should the Contractor be too close to the portion used by aircraft for safety, the Engineer may at his sole discretion order the Contractor to suspend his operations, remove his personnel plant, equipment, and materials to a safe distance and stand by until the runway and taxiways are no longer required for use by aircraft.

SP-15. LIMITATIONS ON CONSTRUCTION: The following restrictions shall normally pertain for activity at The East Texas Regional Airport. In cases where it has been determined that the following restrictions are inappropriate, similar requirements shall be developed resulting from the provisions of paragraph SP-17 a. on a case-by-case basis.

- A. When construction work is being accomplished adjacent to an active runway when visibility minimums area as low as 3/4 mile as determined by The East Texas Regional Airport tower, equipment shall not be permitted within 250 feet from the runway centerline, or within 200 feet horizontally of any aircraft on an active runway used by air

carriers, whichever is greater; i.e., construction activity at an airport with DC-10 aircraft will require clearance of $200 + 1/2$ wing spread of DC-10 or 200 feet + 80 feet = 280 feet from the centerline. For VFR runways used by general aviation only, equipment shall not be permitted within 125 feet from the runway centerline.

- B. When construction is being accomplished adjacent to an active runway when visibility minimums are below $3/4$ mile as determined by The East Texas Regional Airport tower, equipment shall not be permitted within 500 feet from the runway centerline.
- C. All work which is too close to the runway for accomplishment during condition SP-14 a. above shall be performed during periods when the runway is not in used. (Ref. NOTAM requirements paragraph SP-17).
- D. When construction work is being accomplished adjacent to an active runway, equipment below the VFR 7:1 slope, but penetrating the IFR 7:1 slope shall be obstruction-marked and lighted for night operations.
- E. Men, equipment, or other construction related materials will be permitted in the approach or departure zones of active runways, provided that the construction activity is conducted below a 20:1 (or 34:1 where visibility minimum are below $3/4$ mile) approach plane originating 200 feet from end of runway. Any construction activity which is contemplated in the approach zones which would violate these plans will require special consideration (threshold displacement, lighting, etc.). Threshold displacement where visibility minimums are $3/4$ mile will be 200 feet from the intersection of the 20:1 slope. For visibility minimums of one mile or more, the threshold will be located where the 20:1 slope intersects the runway except that at least 200-foot safety area will be required between the obstruction and the displaced threshold.
- F. Men, equipment, or other construction related material will be permitted adjacent to an apron or active taxiway provided that such activity is first coordinated with the users and appropriate NOTAMS issued. Additionally, barricades with flashers for night operations will be required to mark the area to prevent aircraft from inadvertently entering the construction area.
- G. Open trenches, excavation, and stockpiled material will normally not be permitted within 250 feet of the centerline of active runways at air carrier airports and for runways having a precision instrument approach. In some cases the agency has previously approved 400 foot wide safety areas. In those cases, work can be accomplished up to 200 feet from the centerline. For runways serving transport and executive aircraft, the distance is 150 feet and for utility runways 50-75 feet from the centerline depending on the exact classification. Coverings for open trenched must be of such strength as to support the weight of the heaviest aircraft operating on the runway.
- H. Flare pots will not be permitted for temporary lighting of pavement areas or to denote construction limits.
- I. Construction equipment shall not exceed a height of 150 feet above the airport surface. Any equipment exceeding a height of 75 feet shall be obstruction-marked and lighted at night, and when not in used lowered to its stowed height.

SP-16. CONSTRUCTION ACTIVITY IN THE VICINITY OF NAVIGATIONAL AIDES: Construction activity in the vicinity of FAA navigational aids (e.g., ILS, VOR, ASR, ATCT) requires special consideration. Prospective bidders are alerted to this fact and will be required to closely coordinate the work with the local Airway Facilities Sector thru the Owner as a condition of bid.

SP-17. NOTAMS:

- A. The Airport Operations Director will issue the necessary NOTAMs to reflect hazardous conditions. It is important that NOTAMs be kept current and reflect the actual condition with respect to construction situations. Active NOTAMs shall be reviewed periodically and revised to reflect the current conditions.
- B. Inspection. Frequent inspections will be made by both the Owner and FAA personnel during critical phases of the work to insure that the Contractor is following the required safety procedures.

SP-18. MOTORIZED VEHICLES:

- A. When any vehicle (other than airport vehicles) is required to travel over any portion of the airfield, it should be either (1) driven by a person that has been given proper airport driver training with a vehicle properly marked, lighted and in communication with ATCT or (2) escorted at all times by a vehicle driven by a person that has been given proper airport driver training with a vehicle properly marked, lighted, and in communication with ATCT.
- B. No ground vehicles are permitted onto active taxiways or runways unless they are in two-way radio communications with air traffic control, or escorted by a vehicle with such communications, and have been appropriately cleared by air traffic control.
- C. All contract vehicles must be marked with contractor's business name as per the CSPP unless the vehicle is being escorted.
- D. Debris. Waste and loose material capable of causing damage to aircraft landing gears, propellers or being ingested in jet engines shall not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work project.

SP-19. LABORATORY: All quality assurance testing for acceptance shall be done by the laboratory employed by the Owner. The Contractor shall provide his own quality control testing and pay for all quality control testing at no cost to the Owner. Any quality assurance tests which indicate that the material is not meeting the requirements of the plans or specifications shall be paid for by the Contractor at no cost to the Owner. The cost for all failed tests shall be invoiced to the Contractor by the testing laboratory. Invoices for failed tests shall be paid within 30 calendar days.

SP-20. THIRD PARTY COVERAGE: The Owner and KSA Engineers, Inc., shall be named as additional insured on the Contractor's insurance policies.

SP-21. SURFACE PREPARATION: Before any tack is applied, the Contractor should expect that there will be areas on the aprons and taxiway that will require blading to remove any grass or dirt build-up. Particular attention should be given to the edges of pavement. It will be the decision of the Engineer as to which areas receive blading. This work shall be considered incidental to various bid items.

SP-22. CONSTRUCTION STAKING: The Contractor shall be responsible for setting any and all construction stakes and markings which he may need during this project. The Engineer will provide horizontal and vertical control points (only) for use by the Contractor's surveyors in establishing line and grade stakes.

SP-23. WORKING HOURS: All work shall be conducted between the hours of 7:00 a.m. and 8:00 p.m. In all cases, a representative from the Engineer's office shall be notified each day of the

next day's schedule. Contractor does have the option to do preparation and set-up during night-time hours provided sufficient project lighting is utilized. No paving operations will be permitted during night-time hours. Storage of equipment shall be at a site specified by the Engineer.

SP-24. **RADIO OPERATIONS:** Whenever the Contractor is in the active movement area, he shall maintain constant radio contact with the Control Tower and be properly badged and airport driver trained.

SP-25. **ACCESS ROUTES:** This set of plans has designated access routes onto various spots around the airport. If the Contractor wishes to propose routes other than those established, consideration will be given to them during the Preconstruction Conference. Regardless of the routes chosen, the Contractor will be required to leave the route in as good or in better condition than he found them in the opinion of the Engineer. If this route requires the Contractor to cross an existing grassed area, he shall expect that all pavement, rock or anything other than soil shall be removed upon completion of the usage of this route, and re-graded and seeded to a condition comparable to the existing state. The Contractor shall be considerate to others using these routes. If the Contractor has to go through an existing gate, or is required to build a gate, he shall work with the Airport Division of the Sheriff's office to obtain access to a gate. The Contractor shall repair all access roads which are damaged by construction traffic to original or better condition at no expense to the owner. Repair, regrading, and re-establishing grass of access roads shall be considered subsidiary to the mobilization bid item.

SP-26. **SAFETY DURING CONSTRUCTION:** The Contractor shall adhere to the requirements and recommendation as set forth in Advisory Circular 150/5370-2F (or latest edition), which is located in the Appendix of this contract.

SP-27. **MARKING:** All pavement markings shall be in accordance with Item P-620, "*Standards for Airport Markings*" and Advisory Circular 150/5340-1L (or latest edition).

SP-28. **GEOTECHNICAL INVESTIGATIONS:** N/A

SP-29. **ENGINEER:** The work "Engineer" in these specifications shall be understood as referring to KSA Engineers, Inc., supervisor or inspector as may be authorized by said Owner to act in any particular position.

SP-30. **SCOPE OF WORK:** The Contractor shall furnish all materials required and shall furnish all labor, equipment, tools, machinery, superintendence and all else required to complete all construction according to the "Proposal" and as shown on the plans for the contract. The work covered under this contract includes the construction of apron improvements as shown on the plans and all appurtenances and related items.

SP-31. **ARREARS:** No money shall be paid by the County upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to Gregg County for taxes. The County shall be entitled to counterclaim and offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignments or transfers of such debt, claim, demand or account after the said taxes are due shall affect the right of the County to so offset the said taxes against the same.

SP-32. **PROJECT PROGRESS TO COMPLETION:** The Contractor shall diligently pursue the job from the date work commenced without extended interruption until the project is complete and accepted.

When work is commenced, absence from the project for more than ten (10) days without written consent will constitute abandonment of the project. Absence shall be defined as making no measurable progress toward completion of the project. For example, checking to ensure that barricades are up and lighted shall not constitute progress toward the completion of the project.

The Contractor shall complete the project with the time bid.

SP-33. **PARTIAL AND FINAL PAYMENT:** On the last day of each month, when the Contractor is due to receive either partial or final payment for the work that has been performed, an estimate shall be made by the Engineer and supplied to the Contractor for his approval. The Contractor shall verify the quantities as shown with the Inspector prior to signing the monthly estimate as approved. The Contractor will be allowed ten (10) days in which to protest the correctness of the estimate, otherwise the estimate will stand. The Contractor must submit their certified payroll records for each request for payment period prior to the Owner processing the request for payment.

SP-34. **RECORDS OF MATERIALS PURCHASED:** By the first of each month, the Contractor shall furnish to the Engineer one (1) copy of all invoices for materials furnished to be incorporated into the work plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payments as prepared by the Engineer.

If the Contractor fails to furnish this information, no materials shall be included on the monthly estimates until they are permanently incorporated into the work.

SP-35. **SUBCONTRACTORS:** No part of this project shall be subcontracted without written permission from the Engineer. In the event permission is given for a subcontract, the Owner and the Engineer will not recognize such subcontractors in supervision of the construction or in making monthly payments for work accomplished. The general Contractor shall be primarily responsible for all work, and shall receive all payments.

SP-36. **MATERIALS AND WORKMANSHIP:** No materials which have been used by the Contractor for any temporary purpose whatever are to be incorporated in the permanent structure without written consent of the Engineer. All materials to be used shall be new.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "or accepted equal" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or accepted equal" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SP-37. **SUPERINTENDENCE OF CONSTRUCTION:** The Contractor shall be personally in charge of all construction work or shall have on the job a competent construction superintendent. In the absence of the superintendent from the job site, an acting-superintendent shall be appointed to be in full charge of the work. The superintendent and acting-superintendent shall be given full authority to follow any and all instructions given by the Engineer or his representative.

SP-38. **GUARANTEE:** The Contractor shall guarantee the materials he furnishes and the installation he has performed for a period of one (1) year of operation after the date of final acceptance by the Owner.

In the event a defect is found during the guarantee period, the Contractor will be notified and he shall immediately repair the defect, furnishing and installing all materials as necessary to repair the apron and taxiway improvements and/or appurtenances constructed under this contract in a manner satisfactory to the Owner and the Engineer.

The period of the guarantee shall be one (1) year of satisfactory service from the date of final acceptance of the work by the Owner and the Engineer. In the event it is necessary to take the apron or taxiway or an appurtenance out of service because of defective materials or workmanship, the period of guarantee shall be extended until the apron or taxiway or appurtenance has been in continuous service for a period of one (1) year.

Prior to final acceptance, the Contractor will furnish an affidavit of bills paid and a one (1) year maintenance bond for 100 percent of the total contract in favor of Gregg County, Texas, to Gregg County, Texas.

SP-39. **DISADVANTAGED BUSINESS ENTERPRISE:** The purpose of this special provision is to carry out the DBE plan requirements at the East Texas Regional Airport. These provisions will be required in addition to all DOT requirements contained in the contract documents.

Contract Assurance

Failure by the Contractor to carry out all requirements of 49 CFR Part 26 is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from The East Texas Regional Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the East Texas Regional Airport. This clause applies to both DBE and non-DBE subcontractors. In the event of delay or postponement or payment, The East Texas Regional Airport may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

Good Faith Efforts When a DBE is Required on a Contract

The contractor shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The prime contractor shall notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the prime contractor shall obtain our prior approval of the substitute DBE and shall provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the Owner will issue an order

stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the Owner may issue a termination for default proceeding.

Information Collection and Reporting

In addition to the required documentation required by the DOT, the East Texas Regional Airport will require additional information.

Bidders List

The Contractor shall supply a list of all DBE and non-DBE subcontractors that bid or quote on this contract. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms.

Monitoring Payments to DBEs

The Contractor shall maintain records and documents of payments to DBEs for three years following the performance of the contract. The Contractor shall make these records available for inspection upon request. This reporting requirement also extends to any certified DBE subcontractor.

The contractor shall provide a running tally of actual payments to DBE firms.

SP-40. **BADGES:** Contractor shall have adequate personnel badged. There are no charges for badges; however, if a badge is not returned then a charge of \$100 will be charged for each unreturned badge.

DIVISION IV

TECHNICAL SPECIFICATIONS

**FAA STANDARD SPECIFICATIONS
AND MODIFICATION PAGES**

Part 2 – Earthwork

Item P-101 Surface Preparation

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement and base course, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable drawings.

EQUIPMENT

101-2.1 All equipment shall be specified here and in the following paragraphs or approved by the Engineer. The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

a. Concrete pavement. The existing concrete pavement to be removed shall be freed from the pavement to remain by sawing through the complete depth of the slab one foot (30 cm) inside the perimeter of the final removal limits or outside the dowels, whichever is greater when the limits of removal are located on the joints. The pavement between the perimeter of the pavement removal and the saw cut shall be carefully broken up and removed using hand-held jackhammers, weighing 30 pounds (14 kg) or less, or other light-duty equipment which will not cause distress in the pavement which is to remain in place. The Contractor shall have the option of sawing through the dowels at the joint, removing the pavement and installing new dowels. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, then the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods suitable to the Engineer which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size designated by the Engineer. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Concrete slabs that are damaged by under breaking shall be removed. Any damage shall be repaired at the Contractor's expense.

b. Asphalt concrete pavement. Asphalt concrete pavement to be removed shall be cut to the full depth of the bituminous material around the perimeter of the area to be removed. The pavement shall be removed so the joint for each layer of pavement replacement is offset 1 foot (30 cm) from the joint in the preceding layer. This does not apply if the removed pavement is to be replaced with concrete or soil.

101-3.2 Preparation of joints and cracks. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists treat the specific area with a concentrated solution of a water-based herbicide approved by the Engineer. Fill all cracks, ignoring hairline cracks (< 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below. Any excess joint or crack sealer on the surface of the pavement shall also be removed from the pavement surface.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4	100
No. 8	90-100
No. 16	65-90
No. 30	40-60
No. 50	25-42
No. 100	15-30
No. 200	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the Engineer.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled within 0 to 1/8 inches (0-3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 Removal of paint and rubber. All paint and rubber over 1 foot (30 cm) wide that will affect the bond of the new overlay shall be removed from the surface of the existing pavement. Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, or sandblasting may be used. Any methods used shall not cause major damage to the pavement. Major damage is defined as changing the properties of the pavement or removing pavement over 1/8 inch (3 mm) deep. If chemicals are used, they shall comply with the state's environmental protection regulations. No material shall be deposited on the runway shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractors shall repair all spalled concrete as shown on the plans or as directed by the Engineer. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphaltic concrete with a minimum Marshall stability of 1,200 lbs (544 kg) and maximum flow of 20 (units of 0.01 in). The material shall be compacted with equipment approved by the Engineer until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. Asphaltic concrete pavement repair. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. The base course and subbase shall be replaced if it has been infiltrated with clay, silt, or other

material affecting the load-bearing capacity. Materials and methods of construction shall comply with the other applicable sections of this specification.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a finished surface that provides a good bond to the new overlay. The milling machine or grinder shall operate without tearing or gouging the under laying surface. The milling machine or grinder shall be equipped with automatic grade and slope controls. All millings shall be removed and disposed off Airport property, unless otherwise specified. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material that was removed with new material at no additional cost to the Owner.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The Engineer shall layout the area to be milled with a straightedge in increments of 1 foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall not be included in the measurement for payment.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade and tolerances specified. The machine shall cut vertical edges. A positive method of dust control shall be provided. The machine shall have the ability to remove the millings or cuttings from the pavement and load them into a truck.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual aggregate and fines are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove any remaining aggregate or fines.

101-3.6. Preparation of asphalt pavement surfaces. Existing asphalt pavements indicated to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt concrete similar to that of the existing pavement in accordance with paragraph 101-3.4.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the Engineer. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face.

Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry. Allow sufficient time to dry out joints prior to sealing.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Clean joints by sandblasting, or other method approved by the Engineer, on each joint face with nozzle held at an angle and not more than three inches (75 mm) from face. Following sandblasting, clean joints with air free of oil and water. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.9 Preparation of Cracks in Flexible Pavement.

101-3.9.1 Preparation of Crack. Widen crack with router by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, joints will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Sealant. Existing sealants will be removed by. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

METHOD OF MEASUREMENT

101-4.1 Pavement and base removal. The unit of measurement for pavement and base course removal shall be the number of square yards (square meters) removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1	Pavement and Base Removal per Square Yard
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MATERIAL REQUIREMENTS

ASTM D6690	Standard Specification For Joint And Crack Sealants, Hot Applied, For Concrete And Asphalt Pavements
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END OF ITEM P-101

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared or cleared and grubbed shall be staked on the ground by the Engineer. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations.

All spoil materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the Engineer. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the Engineer permission in writing from the property owner for the use of private property for this purpose.

Blasting shall not be allowed.

The removal of existing structure and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the Engineer who will notify the proper local authority or owner to secure prompt action.

151-2.2 Clearing. The Contractor shall clear the staked or indicated area of all objectionable materials. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees

not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the Engineer. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the Engineer if the fence is to remain the property of a local owner or authority.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes under embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing or clearing and grubbing as shown by the limits on the plans or as ordered by the Engineer shall be the number of acres (square meters) or fractions thereof, of land specifically cleared or cleared and grubbed.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per acre (square meter) for clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

151-4.2 Payment shall be made at the contract unit price per acre (square meter) for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-151-4.2 Clearing and grubbing - per acre (square meter)

END OF ITEM P-151

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items

152-1.3 Unsuitable excavation. Any material containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material, suitable for topsoil may be used on the embankment slope when approved by the Engineer.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the Engineer notified per subsection 70-20. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the limits of the pavement areas where the top layer of soil material has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor, at his or her expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the Engineer has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the Engineer. All suitable excavated

material shall be used in the formation of embankment, subgrade, or other purposes shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed as directed by the Engineer. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water that may affect the work.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the Engineer shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas so that it can be measured for payment as specified in paragraph 152-3.3.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches (300 mm) below the subgrade or to the depth specified by the Engineer. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard (per cubic meter) for P-152-4.1, Unclassified Excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.

c. Overbreak. Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. All overbreak shall be graded or removed by the Contractor and disposed of as directed by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his or her decision shall be final. Payment will not be made for the removal and disposal of overbreak that the Engineer determines as avoidable. Unavoidable overbreak will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor; for example, the utility unless otherwise shown on the plans. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the Engineer. All foundations thus excavated shall be backfilled with suitable material and compacted as specified.

e. Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 9 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D1557. The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils).

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade. The finished grading operations, conforming to the typical cross-section, shall be completed and maintained at least 1,000 feet (300 m) ahead of the paving operations or as directed by the Engineer.

All loose or protruding rocks on the back slopes of cuts shall be pried loose or otherwise removed to the slope finished grade line. All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the Engineer.

Blasting shall not be allowed.

f. Proof rolling. After compaction is completed, the subgrade area shall be proof rolled with 20 ton (18.1 metric ton) Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 100 psi or a heavy pneumatic-tired roller having four or more tires abreast, each tire loaded to a minimum of 30,000 pounds (13.6 metric tons) and inflated to a minimum of 125 psi (0.861 MPa) in the presence of the Engineer. Apply a minimum of **100%** coverage, or as specified by the Engineer, to all paved areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications.

152-2.3 Borrow excavation. Borrow areas within the airport property are indicated on the plans. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed by the Engineer.

When borrow sources are outside the boundaries of the airport property, it shall be the Contractor's responsibility to locate and obtain the borrow sources, subject to the approval of the Engineer. The Contractor shall notify the Engineer at least 15 days prior to beginning the excavation so necessary measurements and tests can be made. All borrow pits shall be opened up to expose the various strata of acceptable material to allow obtaining a uniform product. All unsuitable material shall be disposed of by the Contractor. Borrow pits shall be excavated to regular lines to permit accurate measurements, and they shall be drained and left in a neat, presentable condition with all slopes dressed uniformly.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating for drainage ditches such as intercepting; inlet or outlet ditches; for temporary levee construction; or for any other type as designed or as shown on the plans. The work shall be performed in sequence with the other construction. Intercepting ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the Engineer. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of embankment area. Where an embankment is to be constructed to a height of 4 feet (1.2 m) or less, all sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted as indicated in paragraph 152-2.6. When the height of fill is greater than 4 feet (1.2 m), sod not required to be removed shall be thoroughly disked and recompact to the density of the surrounding ground before construction of embankment.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.6 Formation of embankments. Embankments shall be formed in successive horizontal layers of not more than 8 inches (200 mm) in loose depth for the full width of the cross-section, unless otherwise approved by the Engineer.

The layers shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the Engineer. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each layer shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. To achieve a uniform moisture content throughout the layer, the material shall be moistened or aerated as necessary. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken for each lift, and/or 1000 SY of material placed. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density for noncohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth of 6 and to a density of not less than 95 percent of the maximum density as determined by ASTM D1557.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches (100 mm).

The in-place field density shall be determined in accordance with ASTM D6938. The Engineer shall perform all density tests.

Compaction areas shall be kept separate, and no layer shall be covered by another layer until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each layer is placed. Layer placement shall begin in the deepest portion of the embankment fill. As placement progresses, the layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 6 inches (150 mm) of the subgrade. Rockfill shall be brought up in layers as specified or as directed by the Engineer and the finer material shall be used to fill the voids with forming a dense, compact mass. Rock or boulders shall not be disposed of outside the excavation or embankment areas, except at places and in the manner designated on the plans or by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet (60 cm) in thickness. Each layer shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The layer shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in layers, compacting, discing, watering, mixing, sloping, and other operations necessary for

construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.7 Finishing and protection of subgrade. After the subgrade is substantially complete, the Contractor shall remove any soft or other unstable material over the full width of the subgrade that will not compact properly. All low areas, holes or depressions in the subgrade shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes. All ruts or rough places that develop in the completed subgrade shall be graded and recompact.

No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been approved by the Engineer.

152-2.8 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

152-2.9 Tolerances. In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 12-foot (3.7-m) straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2 inch (12 mm), or shall not be more than 0.05 feet (15 mm) from true grade as established by grade hubs. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompact.

On safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 feet (3 mm) from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.10 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within 250 feet of runway pavement or 131 feet of taxiway pavement and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed, or as required in Item T-905.

No direct payment will be made for topsoil under Item P-152. The quantity removed and placed directly or stockpiled shall be paid for at the contract unit price per cubic yard (cubic meter) for "Unclassified Excavation."

When stockpiling of topsoil and later rehandling of such material is directed by the Engineer, the material so rehandled shall be paid for at the contract unit price per cubic yard (cubic meter) for "topsoiling," as provided in Item T-905.

METHOD OF MEASUREMENT

152-3.1 The quantity of excavation to be paid for shall be the number of cubic yards (cubic meters) measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed

152-3.2 Stockpiled material shall be paid for on the basis of the number of cubic yards (cubic meters) measured in the stockpiled position.

152-3.3 For payment specified by the cubic yard (cubic meter), measurement for all excavation shall be computed by the average end area method. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by excavation cross-sections shown on the plans, subject to verification by the Engineer. After completion of all excavation operations and prior to the placing of base or subbase material, the final excavation shall be verified by the Engineer by means of field cross-sections taken randomly at intervals not exceeding 500 linear feet (150 m).

BASIS OF PAYMENT

152-4.1 "Unclassified excavation" payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1 Unclassified Excavation - per cubic yard

TESTING REQUIREMENTS

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2700 kN-m/m ³))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

END OF ITEM P-152

Item P-155 Lime-Treated Subgrade

DESCRIPTION

155-1.1 This item shall be used for soil modification to achieve specific needs that require strength gain to a specific level. This item shall consist of constructing one or more courses of a mixture of soil, lime, and water in accordance with this specification, and in conformity with the lines, grades, thicknesses, and typical cross-sections shown on the plans.

MATERIALS

155-2.1 Lime. Quicklime and hydrated lime, either high-calcium dolomitic, or magnesium lime, as defined by ASTM C51, shall conform to the requirements of ASTM C977. Lime not produced from calcining limestone shall not be permitted.

155-2.2 Commercial lime slurry. Commercial lime slurry shall be a pumpable suspension of solids in water. The water or liquid portion of the slurry shall not contain dissolved material in sufficient quantity naturally injurious or objectionable for the purpose intended. The solids portion of the mixture, when considered on the basis of "solids content," shall consist principally of hydrated lime of a quality and fineness sufficient to meet the following requirements as to chemical composition and residue.

a. Chemical composition. The "solids content" of the lime slurry shall consist of a minimum of 70%, by weight, of calcium and magnesium oxides.

b. Residue. The percent by weight of residue retained in the "solids content" of lime slurry shall conform to the following requirements:

Residue retained on a No. 6 (3360 micron) sieve = maximum 0.0%

Residue retained on a No. 10 (2000 micron) sieve = maximum 1.0%

Residue retained on a No. 30 (590 micron) sieve = maximum 2.5%

c. Grade. Commercial lime slurry shall conform to one of the following two grades:

Grade 1. The "dry solids content" shall be at least 31% by weight, of the slurry.

Grade 2. The "dry solids content" shall be at least 35%, by weight, of the slurry.

155-2.3 Water. Water used for mixing or curing shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

155-2.4 Soil. The soil for this work shall consist of inorganic natural materials on the site or selected materials from other sources; uniform in quality and gradation; and shall be approved by the Engineer. The soil shall be free of roots, sod, weeds, and stones larger than 2-1/2 inches (60 mm).

COMPOSITION

155-3.1 Soil-lime mixture. Lime shall be applied at the rate specified on the plans for the depth of subgrade treatment shown.

155-3.2 Tolerances. At final compaction, the lime and water content for each course of subgrade treatment shall conform to the following tolerances:

Material	Tolerance
Lime	+ 0.5%
Water	+ 2%, -0%

WEATHER LIMITATIONS

155-4.1 Weather limitation. Do not construct subgrade when weather conditions detrimentally affect the quality of the materials. Do not apply lime unless the air temperature is at least 40°F (4°C) and rising. Do not apply lime to soils that are frozen or contain frost. If the air temperature falls below 35°F (2°C), protect completed lime-treated areas by approved methods against the detrimental effects of freezing. Remove and replace any damaged portion of the completed soil-lime treated area with new soil-lime material in accordance with this specification.

EQUIPMENT

155-5.1 Equipment. The equipment required shall include all equipment necessary to complete this item such as: grading and scarifying equipment, a spreader for the lime or lime slurry, mixing or pulverizing equipment, sheepfoot and pneumatic or vibrating rollers, sprinkling equipment, and trucks.

CONSTRUCTION METHODS

155-6.1 General. This specification is to construct a subgrade consisting of a uniform lime mixture which shall be free from loose or segregated areas. The subgrade shall be of uniform density and moisture content, well mixed for its full depth, and have a smooth surface suitable for placing subsequent courses. The Contractor shall be responsible to meet the above requirements.

Before beginning lime treatment, the subgrade shall be constructed as specified in Item P-152, Excavation, Subgrade and Embankment, and shaped to conform to the typical sections, lines, and grades as shown on the plans. If the Contractor elects to use a cutting and pulverizing machine that will remove the subgrade material accurately to the secondary grade and pulverize the material at the same time, he will not be required to expose the secondary grade nor windrow the material. The machine must give visible indication at all times that it is cutting the material uniformly to the proper depth over the entire width of the cut.

If a cutting and pulverizing machine is not used, the material to be treated shall be excavated to the secondary grade (proposed bottom of lime treatment) and removed or windrowed to expose the secondary grade. The excavated material shall then be spread to the desired cross-section and uniformly mixed and compacted.

155-6.2 Application. Lime shall be spread only over an area where the initial mixing operations can be completed during the same work day. The application and mixing of lime with the soil shall be accomplished by the methods described as “Dry Placing” or “Slurry Placing.” The Contractor may use either method when hydrated lime is specified.

a. Dry placing. The lime shall be spread uniformly over the subgrade by an approved screw-type spreader box or other approved spreading equipment. The amount of lime spread shall be the amount

required for mixing to the specified depth that will result in the amount determined in the soil-lime mixture or as specified on the plans. The material shall be sprinkled until the specified moisture content has been reached.

The lime shall be distributed in a manner that will minimize scattering by wind. Lime shall not be applied when wind conditions, in the opinion of the Engineer, are detrimental to proper application. A motor grader shall not be used to spread the lime.

b. Slurry placing. The lime shall be mixed with water in trucks with approved distributors and applied as a thin water suspension or slurry. Commercial lime slurry shall be applied with a lime percentage not less than that applicable for the grade used. The distribution of lime shall be by successive passes over a measured section of subgrade until the specified amount of lime has been spread. The amount of lime spread shall be the amount required for mixing to the specified depth that will result in the amount determined in the soil-lime mixture or as shown on the plans. The distributor truck shall continually agitate the slurry to keep the mixture uniform.

155-6.3 Mixing. The mixing procedure shall be the same for “Dry Placing” or “Slurry Placing” as described below:

a. Preliminary mixing. The full depth of the treated subgrade shall be mixed with an approved mixing machine. Lime shall not be left exposed for more than six (6) hours. The mixing machine shall make two coverages. Water shall be added to the subgrade during mixing to provide a moisture content approximately 5% above the optimum moisture of the material and to ensure chemical action of the lime and subgrade. After mixing, the subgrade shall be lightly rolled to seal the surface and help prevent evaporation of moisture. The water content of the subgrade mixture shall be maintained at a moisture content above the optimum moisture content for a minimum of 48 hours or until the material becomes friable. During the curing period, the material shall be sprinkled as directed by the Engineer.

b. Final mixing. After the required curing time, the material shall be uniformly mixed by approved methods. If the mixture contains clods, they shall be reduced in size by blading, discing, harrowing, scarifying, or the use of other approved pulverization methods so that the remainder of the clods shall meet the following requirements when tested dry by laboratory sieves. After curing, pulverize lime treated material until soil particles pass a one inch (25 mm) sieve and 60% pass the No. 4 (4.75 mm) sieve. If resultant mixture contains clods, reduce their size by scarifying, remixing, or pulverization to meet specified gradation.

155-6.4 Compaction. Compaction of the mixture shall immediately follow the final mixing operation with no part of the mixture uncompacted more than 30 minutes after final mixing. The material shall be aerated or sprinkled as necessary to provide the optimum moisture content during compaction. The field density of the compacted mixture shall be at least 93% of the maximum density of laboratory specimens prepared from samples taken from the material in place. The specimens shall be compacted and tested in accordance with ASTM D1557 to determine maximum density and optimum moisture content. The in-place field density shall be determined in accordance with ASTM D6938, Procedure A, direct transmission method. Testing frequency shall be a minimum of one compaction test per 1000 square yards of stabilized base or as directed by the Engineer.

The material shall be sprinkled and rolled as directed by the Engineer. All irregularities, depressions, or weak spots that develop shall be corrected immediately by scarifying the areas affected, adding or removing material as required, and reshaping and recompacting. The surface of the subgrade shall be maintained in a smooth condition, free from undulations and ruts, until other work is placed on it or the work is accepted by the Engineer.

The full depth of the material shown on the plans shall be compacted to remain firm and stable under construction equipment. All testing shall be done by the Engineer. Perform in-place density test to determine degree of compaction between 24 and 72 hours after final compaction and 24 hour moist cure

period. If the material fails to meet the density requirements, it shall be reworked to meet the density requirements. The shape of the course shall be maintained smooth and shall conform to the typical section shown on the plans and the established lines and grades. If the material loses the specified stability, density, and finish before the next course is placed or the work is accepted by the Engineer, the material shall be recompacted and refinished by the Contractor, and the cost shall be incidental to this item.

155-6.5 Finishing and curing. After the final layer or course of lime-treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections. The completed section shall then be finished by rolling, as directed by the Engineer, with a pneumatic or other suitable roller sufficiently light to prevent hairline cracking. The finished surface shall not vary more than 3/8 inch (9 mm) when tested with a 12 feet (3.7 m) straightedge applied parallel with and at right angles to the pavement centerline. Any variations in excess of this tolerance shall be corrected by the Contractor in a manner satisfactory to the Engineer, and the cost shall be incidental to this item.

The completed section shall be moist-cured for a minimum of seven (7) days before further courses are added or any traffic is permitted, unless otherwise directed by the Engineer. Subsequent courses shall be applied within 14 days after the lime-treated subgrade is cured.

155-6.6 Thickness control. The thickness of the final lime-treated subgrade shall be not less than the thickness specified. Thickness shall be determined by depth tests or cores taken at intervals so that each test shall represent no more than 300 square yards (250 sq m). When the base deficiency is more than 1/2 inch (12 mm), the Contractor shall correct such areas in a manner satisfactory to the Engineer. The Contractor shall replace the base material where borings are taken for test purposes. This cost shall be incidental to this item.

155-6.7 Maintenance. The Contractor shall protect and maintain the lime-treated subgrade from yielding until the lime-treated subgrade is covered by placement of the next layer. The cost of this maintenance shall be incidental to this item.

155-6.8 Handling and safety. The Contractor shall obtain and enforce the lime supplier's instructions for proper safety and handling of the lime to prevent physical eye or skin contact with lime during transport or application.

METHOD OF MEASUREMENT

155-7.1 Lime-treated subgrade shall be paid for by the square yard (square meter) in the completed and accepted work.

155-7.2 Lime shall be paid by the number of tons (kg) of Hydrated Lime, or the calculated equivalent, used in the completed and accepted work. "Calculated Equivalent" will be determined by the Engineer as follows:

a. Hydrated lime delivered to the project in dry form will be measured according to the actual tonnage either spread on the subgrade or batched on site into a slurry, whichever is applicable.

b. Lime delivered to the project in slurry form will be paid for on the basis of certified chemical composition tickets and batch weight tickets. The Owner shall reserve the right to have the dry lime content verified by an independent testing laboratory. If the chemical composition is reported on the basis of Pebble Quicklime, the equivalent hydrated lime will be determined in accordance with paragraph c. below.

c. If Pebble Quicklime is delivered to the project in dry form it will be measured for payment on the basis of the following formula:

$$\left(\frac{\text{Total Quicklime (CaO)(Tons)}}{\% \text{ Purity} \times 1.32 \text{ Factor}} \right) + \left(\frac{\text{Total Quicklime (CaO)(Tons)}}{\% \text{ Impurities} \times 1.00 \text{ Factor}} \right) = \frac{\text{Equivalent Hydrated Lime Ca(OH)}_2\text{(Tons)}}{}$$

The above will apply whether the quicklime is spread dry (if allowed) or batched into a slurry.

BASIS OF PAYMENT

155-8.1 Payment shall be made at the contract unit price per square yard (square meter) for the lime-treated subgrade at the thickness specified. The price shall be full compensation for furnishing all material, except the lime, and for all preparation, delivering, placing and mixing these materials, and all labor, equipment, tools and incidentals necessary to complete this item.

155-8.2 Payment shall be made at the contract unit price per pound (kg) of lime. This price shall be full compensation for furnishing, delivery, and placing this material.

Payment will be made under:

Item P-155-8.1	Lime-treated subgrade - per square yard (m ²)
Item P-155-8.2	Lime – per pound

TESTING REQUIREMENTS

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³) (600 kN-m/m ³)
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

MATERIAL REQUIREMENTS

ASTM C51	Standard Terminology Relating to Lime and Limestone (as used by the Industry)
ASTM C977	Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization
ASTM D3551	Standard Practice for Laboratory Preparation of Soil-Lime Mixtures Using Mechanical Mixer

END OF ITEM P-155

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Item P-156 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

156-1.1 This item shall consist of temporary control measures as shown on the plans or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

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

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

MATERIALS

156-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

156-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

156-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all Federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

156-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, Portland cement concrete, bituminous concrete, or other materials that will adequately control erosion.

156-2.5 Silt fence. The silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

156-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the Engineer before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

156-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

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

156-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

156-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately if project conditions permit; otherwise, temporary erosion control measures may be required.

The Engineer shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the Engineer.

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

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

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

Whenever construction equipment must cross watercourses at frequent intervals, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

156-3.4 Installation, maintenance and removal of silt fences. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent

erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the Engineer.

METHOD OF MEASUREMENT

156-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the Engineer. Completed and accepted work will be measured as follows:

- a. Installation and removal of silt fence will be measured by the linear foot.
- b. Rock Filter Dam will be measured by the linear foot.

156-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

156-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the Engineer and measured as provided in paragraph 156-4.1 will be paid for under:

Item P-156-5.1 Installation and removal of silt fence - per linear feet

~~Item P 156 5.2 Rock Filter Dam per linear foot (meter)~~

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the Engineer will be paid for in accordance with Section 90-05 Payment for Extra work.

MATERIAL REQUIREMENTS

ASTM D6461 Standard Specification for Silt Fence Materials

AC 150/5200-33 Hazardous Wildlife Attractants

END OF ITEM P-156

Part 5 – Flexible Surface Courses

Item P-401 Hot Mix Asphalt (HMA) Pavements

DESCRIPTION

401-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt cement binder (asphalt binder) mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand and mineral filler, as required. The aggregates should be free of ferrous sulfides, such as pyrite, that would cause “rust” staining that can bleed through pavement markings. The portion retained on the No. 4 (4.75 mm) sieve is coarse aggregate. The portion passing the No. 4 (4.75 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the bituminous material and free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 40% when tested in accordance with ASTM C131. The sodium sulfate soundness loss shall not exceed 12%, or the magnesium sulfate soundness loss shall not exceed 18%, after five cycles, when tested in accordance with ASTM C88. Clay lumps and friable particles shall not exceed 1.0% when tested in accordance with ASTM C142.

Aggregate shall contain at least 75 percent by weight of individual pieces having two or more fractured faces and 85 percent by weight having at least one fractured face. The area of each face shall be equal to at least 75% of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be achieved by crushing.

The aggregate shall not contain more than a total of 8%, by weight, of flat particles, elongated particles, and flat and elongated particles, when tested in accordance with ASTM D4791 with a value of 5:1

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter.

The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not more than six (6) and a liquid limit of not more than 25 when tested in accordance with ASTM D4318.

The soundness loss shall not exceed 10% when sodium sulfate is used or 15% when magnesium sulfate is used, after five cycles, when tested per ASTM C88.

Clay lumps and friable particles shall not exceed 1.0%, by weight, when tested in accordance with ASTM C142.

Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. If used, the natural sand shall meet the requirements of ASTM D1073 and shall have a plasticity index of not more than six (6) and a liquid limit of not more than 25 when tested in accordance with ASTM D4318.

The aggregate shall have sand equivalent values of 45 or greater when tested in accordance with ASTM D2419.

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate, and ASTM C183 shall be used in sampling mineral filler.

401-2.2 Mineral filler. If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D242.

401-2.3 Asphalt cement binder. Asphalt cement binder shall conform to ASTM D6373 Performance Grade (PG) 70-22. A certificate of compliance from the manufacturer shall be included with the mix design submittal.

The supplier's certified test report with test data indicating grade certification for the asphalt binder shall be provided to the Engineer for each load at the time of delivery to the mix plant. A certified test report with test data indicating grade certification for the asphalt binder shall also be provided to the Engineer for any modification of the asphalt binder after delivery to the mix plant and before use in the HMA.

401-2.4 Preliminary material acceptance. Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

a. Coarse aggregate:

- (1) Percent of wear
- (2) Soundness
- (3) Clay lumps and friable particles
- (4) Percent fractured faces
- (5) Flat and elongated particles

b. Fine aggregate:

- (1) Liquid limit and Plasticity index
- (2) Soundness
- (3) Clay lumps and friable particles
- (4) Percent natural sand
- (5) Sand equivalent

c. Mineral filler.

d. Asphalt binder. Test results for asphalt binder shall include temperature/viscosity charts for mixing and compaction temperatures.

The certifications shall show the appropriate ASTM tests for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

401-2.5 Anti-stripping agent. Any anti-stripping agent or additive if required shall be heat stable, shall not change the asphalt cement viscosity beyond specifications, shall contain no harmful ingredients, shall be added in recommended proportion by approved method, and shall be a material approved by the Department of Transportation of the State in which the project is located.

COMPOSITION

401-3.1 Composition of mixture. The HMA mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 Job mix formula (JMF). No hot-mixed asphalt (HMA) for payment shall be produced until a JMF has been approved in writing by the Engineer. The asphalt mix-design and JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.4. The HMA shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared at various asphalt contents and compacted using the gyratory compactor in accordance with ASTM D6925.

Tensile strength ratio (TSR) of the composite mixture, as determined by ASTM D4867, shall not be less than 75 when tested at a saturation of 70-80% or an anti-stripping agent shall be added to the HMA, as necessary, to produce a TSR of not less than 75 when tested at a saturation of 70-80%. If an anti-strip agent is required, it shall be provided by the Contractor at no additional cost to the Owner.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates currently being produced.

The submitted JMF shall be stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

a. Percent passing each sieve size for total combined gradation, individual gradation of all aggregate stockpiles and percent by weight of each stockpile used in the job mix formula.

b. Percent of asphalt cement.

c. Asphalt performance grade and type of modifier if used.

d. Number of gyrations.

e. Laboratory mixing temperature.

f. Laboratory compaction temperature.

g. Temperature-viscosity relationship of the PG asphalt cement binder showing acceptable range of mixing and compaction temperatures; and for modified binders include supplier recommended mixing and compaction temperatures.

h. Plot of the combined gradation on a 0.45 power gradation curve.

i. Graphical plots of air voids, voids in the mineral aggregate, and unit weight versus asphalt content.

j. Specific Gravity and absorption of each aggregate.

k. Percent natural sand.

l. Percent fractured faces.

m. Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).

n. Tensile Strength Ratio (TSR).

o. Anti-strip agent (if required).

p. Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

The Contractor shall submit to the Engineer the results of verification testing of three (3) asphalt samples prepared at the optimum asphalt content. The average of the results of this testing shall indicate conformance with the JMF requirements specified in Tables 1 and 3.

When the project requires asphalt mixtures of differing aggregate gradations, a separate JMF and the results of JMF verification testing shall be submitted for each mix.

The JMF for each mixture shall be in effect until a modification is approved in writing by the Engineer. Should a change in sources of materials be made, a new JMF must be submitted within 15 days and approved by the Engineer in writing before the new material is used. After the initial production JMF has been approved by the Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the Engineer's approval of the new or modified JMF, including a new test strip when required by the engineer, will be borne by the Contractor. There will be no time extension given or considerations for extra costs associated with the stoppage of production paving or restart of production paving due to the time needed for the Engineer to approve the initial, new or modified JMF.

The Gyratory Design Criteria applicable to the project shall meet the criteria specified in Table 1.

Table 1. Gyratory Compaction Criteria

Test Property	Value
Number of compactor gyrations	75
Air voids (%)	3.5
Percent voids in mineral aggregate, minimum	See Table 2

Table 2. Minimum Percent Voids In Mineral Aggregate (VMA)

Aggregate (See Table 3)	Minimum VMA
Gradation 3	16%
Gradation 2	15%
Gradation 1	14%

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 3 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 3 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 3. Aggregate - HMA Pavements

Sieve Size	Percentage by Weight Passing Sieve
1 inch (25 mm)	--
3/4 inch (19 mm)	100
1/2 inch (12 mm)	79-99
3/8 inch (9 mm)	68-88
No. 4 (4.75 mm)	48-68
No. 8 (2.36 mm)	33-53
No. 16 (1.18 mm)	20-40
No. 30 (0.60 mm)	14-30
No. 50 (0.30 mm)	9-21
No. 100 (0.15 mm)	6-16
No. 200 (0.075 mm)	3-6
Asphalt Percent:	
Stone or gravel	5.0-7.5
Slag	6.5-9.5

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.4 Job mix formula (JMF) laboratory. The Contractor's laboratory used to develop the JMF shall be accredited in accordance with ASTM D3666. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the JMF must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction.

401-3.5 Test section. Prior to full production, the Contractor shall prepare and place a quantity of HMA according to the JMF. The amount of HMA shall be sufficient to construct a test section 300 long and 20 wide, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint for this test section is an exposed construction joint at least four (4) hours old or whose mat has cooled to less than 160°F (71°C). The cold joint must be cut back using the same procedure that will be used during production in accordance with 401-4.13. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

The test section shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in paragraph 401-5.1 and 401-5.2. The test section shall be divided into equal sublots. As a minimum the test section shall consist of three (3) sublots.

The test section shall be considered acceptable if (1) mat density, air voids, and joint density are 90% or more within limits, (2) gradation and asphalt content are within the action limits specified in paragraphs 401-6.5a and 5b, and (3) the voids in the mineral aggregate are within the limits of Table 2.

If the initial test section should prove to be unacceptable, the necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that are not acceptable shall be removed at the Contractor's expense. Full production shall not begin until an acceptable test section has been constructed and accepted in writing by the Engineer. Once an acceptable test section has been placed, payment for the initial test section and the section that meets specification requirements shall be made in accordance with paragraph 401-8.1.

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the JMF. If aggregates produced by the plant do not satisfy the gradation requirements or produce a mix that meets the JMF, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens shall be prepared and the optimum asphalt content determined in the same manner as for the original JMF tests.

Contractor will not be allowed to place the test section until the Contractor Quality Control Program, showing conformance with the requirements of Paragraph 401-6.1, has been approved, in writing, by the Engineer.

CONSTRUCTION METHODS

401-4.1 Weather limitations. The HMA shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	°F	°C
3 inches (7.5 cm) or greater	40	4
Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm)	45	7

401-4.2 HMA plant. Plants used for the preparation of HMA shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 with the following changes:

Requirements for all plants include:

a. Truck scales. The HMA shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, subsection 90-01.

In lieu of scales, and as approved by the Engineer, HMA weight may be determined by the use of an electronic weighing system equipped with an automatic printer that weighs the total HMA production and as often thereafter as requested by the Engineer.

b. Testing facilities. The Contractor shall ensure laboratory facilities are provided at the plant for the use of the Engineer. The lab shall have sufficient space and equipment so that both testing representatives (Engineer's and Contractor's) can operate efficiently. The lab shall meet the requirements of ASTM D3666 including all necessary equipment, materials, calibrations, current reference standards to comply with the specifications and a masonry saw with diamond blade for trimming pavement cores and samples.

The plant testing laboratory shall have a floor space area of not less than 200 square feet (18.5 sq m), with a ceiling height of not less than 7-1/2 feet (2 m). The laboratory shall be weather tight, sufficiently heated in cold weather, air-conditioned in hot weather to maintain temperatures for testing purposes of 70°F ±5°F (21°C ±2.3°C). The plant testing laboratory shall be located on the plant site to provide an unobstructed view, from one of its windows, of the trucks being loaded with the plant mix materials. In addition, the facility shall include the minimum:

- (1) Adequate artificial lighting.
- (2) Electrical outlets sufficient in number and capacity for operating the required testing equipment and drying samples.
- (3) A minimum of two (2) Underwriter's Laboratories approved fire extinguishers of the appropriate types and class.
- (4) Work benches for testing.
- (5) Desk with chairs and file cabinet.
- (6) Sanitary facilities convenient to testing laboratory.
- (7) Exhaust fan to outside air.
- (8) Sink with running water.

Failure to provide the specified facilities shall be sufficient cause for disapproving HMA plant operations.

Laboratory facilities shall be kept clean, and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

c. Inspection of plant. The Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

d. Storage bins and surge bins. The HMA stored in storage and surge bins shall meet the same requirements as HMA loaded directly into trucks and may be permitted under the following conditions:

- (1) Stored in non-insulated bins for a period of time not to exceed three (3) hours.
- (2) Stored in insulated bins for a period of time not to exceed eight (8) hours.

If the Engineer determines that there is an excessive amount of heat loss, segregation, or oxidation of the HMA due to temporary storage, no temporary storage will be allowed.

401-4.3 Hauling equipment. Trucks used for hauling HMA shall have tight, clean, and smooth metal beds. To prevent the HMA from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the Engineer. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the

mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.3.1 Material transfer vehicle (MTV). Material transfer vehicles used to transfer the material from the hauling equipment to the paver, shall use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

401-4.4 HMA pavers. HMA pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of HMA that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the HMA uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

If, during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and satisfactory equipment shall be provided by the Contractor.

401-4.4.1 Automatic grade controls. The HMA paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices that will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within $\pm 0.1\%$.

The controls shall be capable of working in conjunction with any of the following attachments:

- a. Ski-type device of not less than 30 feet (9 m) in length.
- b. Taut string-line (wire) set to grade.
- c. Short ski or shoe.
- d. Laser control.

401-4.5 Rollers. Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the HMA. The number, type, and weight of rollers shall be sufficient to compact the HMA to the required density while it is still in a workable condition.

All rollers shall be specifically designed and suitable for compacting HMA concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at their own expense.

The use of equipment that causes crushing of the aggregate will not be permitted.

401-4.6. Density device. The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall also supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate

density readings for all new HMA. These densities shall be supplied to the Engineer upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

401-4.7 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

401-4.8 Preparation of mineral aggregate. The aggregate for the HMA shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.9 Preparation of HMA. The aggregates and the asphalt binder shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all HMA upon discharge shall not exceed 0.5%.

401-4.10 Preparation of the underlying surface. Immediately before placing the HMA, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with Item P-602 or P-603, as shown on the plans.

401-4.11 Laydown plan, transporting, placing, and finishing. Prior to the placement of the HMA, the Contractor shall prepare a laydown plan for approval by the Engineer. This is to minimize the number of cold joints in the pavement. The laydown plan shall include the sequence of paving laydown by stations, width of lanes, temporary ramp locations, and laydown temperature. The laydown plan shall also include estimated time of completion for each portion of the work (that is, milling, paving, rolling, cooling, etc.). Modifications to the laydown plan shall be approved by the Engineer.

The HMA shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 401-4.3. Deliveries shall be scheduled so that placing and compacting of HMA is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.

The Contractor shall use a material transfer vehicle to deliver HMA to the paver.

The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose for the first lift of all runway and taxiway pavements. Successive lifts of HMA surface course may be placed using a ski, or laser control per paragraph 401-4.4.1, provided grades of the first lift of HMA surface course meet the tolerances of paragraphs 401-5.2b(6) as verified by a survey. Contractor shall survey each lift of HMA surface course and certify to Engineer that every lot of each lift meets the grade tolerances of paragraph 401-5.2b(6) before the next lift can be placed.

The initial placement and compaction of the HMA shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250°F (121°C).

Edges of existing HMA pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and coated with asphalt tack coat before new material is placed against it.

Upon arrival, the HMA shall be placed to the full width by a HMA paver. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the HMA mat. Unless otherwise permitted, placement of the HMA shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The HMA shall be placed in consecutive adjacent strips having a minimum width of 10 feet (m) except where edge lanes require less width to complete the area. Additional screed sections shall not be attached to widen paver to meet the minimum lane width requirements specified above unless additional auger sections are added to match. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course.

Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the HMA may be spread and luted by hand tools.

Areas of segregation in the surface course, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 inches (50 mm) deep. The area to be removed and replaced shall be a minimum width of the paving lane and a minimum of 10 feet (3 m) long.

401-4.12 Compaction of HMA. After placing, the HMA shall be thoroughly and uniformly compacted by power rollers. The surface shall be compacted as soon as possible when the HMA has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the HMA to the roller, the wheels shall be equipped with a scraper and kept properly moistened but excessive water will not be permitted.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power driven tampers. Tampers shall weigh not less than 275 pounds (125 kg), have a tamping plate width not less than 15 inches (38 cm), be rated at not less than 4,200 vibrations per minute, and be suitably equipped with a standard tamping plate wetting device.

Any HMA that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.13 Joints. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid HMA except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh HMA against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back 3 inches (75 mm) to 6 inches (150 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material shall be removed from the project. Asphalt tack coat or other product approved by the Engineer shall be applied to the clean, dry joint, prior to placing any additional fresh HMA against the joint. Any laitance produced from cutting joints shall be removed by vacuuming and washing. The cost of this work shall be considered incidental to the cost of the HMA.

401-4.14 Saw-cut grooving. If shown on the plans, saw cut grooves shall be provided as specified in Item P-621.

401-4.15 Diamond grinding. When required, diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive. The saw blades shall be assembled in a cutting head mounted on a machine designed specifically for diamond grinding that will produce the required texture and smoothness level without damage to the pavement. The saw blades shall be 1/8-inch (3-mm) wide and there shall be a minimum of 55 to 60 blades per 12 inches (300 mm) of cutting head width; the actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Each machine shall be capable of cutting a path at least 3 feet (0.9 m) wide. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. The depth of grinding shall not exceed 1/2 inch (13mm) and all areas in which diamond grinding has been performed will be subject to the final pavement thickness tolerances specified. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. Areas that have been ground will be sealed with a P-608 surface treatment as directed by the Engineer. It may be necessary to seal a larger area to avoid surface treatment creating any conflict with runway or taxiway markings.

401-4.16 Nighttime paving requirements. Paving during nighttime construction shall require the following:

a. All paving machines, rollers, distribution trucks and other vehicles required by the Contractor for his operations shall be equipped with artificial illumination sufficient to safely complete the work.

b. Minimum illumination level shall be twenty (20) horizontal foot-candles and maintained in the following areas:

(1) An area of 30 feet (9 m) wide by 30 feet (9 m) long immediately behind the paving machines during the operations of the machines.

(2) An area 15 feet (4.5 m) wide by 30 feet (9 m) long immediately in front and back of all rolling equipment, during operation of the equipment.

(3) An area 15 feet (4.5 m) wide by 15 feet (4.5 m) long at any point where an area is being tack coated prior to the placement of pavement.

c. As partial fulfillment of the above requirements, the Contractor shall furnish and use, complete artificial lighting units with a minimum capacity of 3,000 watt electric beam lights, affixed to all equipment in such a way to direct illumination on the area under construction.

d. A lighting plan must be submitted by the Contractor and approved by the Engineer prior to the start of any nighttime work.

MATERIAL ACCEPTANCE

401-5.1 Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor except that coring and profilograph testing as required in this section shall be completed and paid for by the Contractor.

Testing organizations performing these tests except profilograph shall be accredited in accordance with ASTM D3666. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction. All equipment in Contractor furnished laboratories shall be calibrated by an independent testing organization prior to the start of operations at the Contractor's expense.

a. Hot mixed asphalt. Plant-produced HMA shall be tested for air voids on a lot basis. Sampling shall be from material deposited into trucks at the plant or from trucks at the job site. Samples shall be taken in accordance with ASTM D979.

A standard lot shall be equal to one day's production or 2000 tons (1814 metric tons) whichever is smaller. If the day's production is expected to exceed 2000 tons (1814 metric tons), but less than 4000 tons (3628 metric tons), the lot size shall be 1/2 day's production. If the day's production exceeds 4000 tons (3628 metric tons), the lot size shall be an equal sized fraction of the day's production, but shall not exceed 2000 tons (1814 metric tons).

Where more than one plant is simultaneously producing HMA for the job, the lot sizes shall apply separately for each plant.

(1) Sampling. Each lot will consist of four equal sublots. Sufficient HMA for preparation of test specimens for all testing will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D3665. Samples will be taken in accordance with ASTM D979.

The sample of HMA may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to stabilize to compaction temperature. The compaction temperature of the specimens shall be as specified in the JMF.

(2) Testing. Air voids will be determined by the Engineer in accordance with ASTM D3203. One set of laboratory compacted specimens will be prepared for each subplot in accordance with ASTM D6925 at the number of gyrations required by paragraph 401-3.2, Table 1. Each set of laboratory compacted specimens will consist of three test specimens prepared from the same sample.

Prior to testing, the bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D2726 using the procedure for laboratory-prepared thoroughly dry specimens for use in computing air voids and pavement density.

For air voids determination, the theoretical maximum specific gravity of the mixture shall be measured one time for each subplot in accordance with ASTM D2041. The value used in the air voids computation for each subplot shall be based on theoretical maximum specific gravity measurement for the subplot.

(3) Acceptance. Acceptance of plant produced HMA for air voids shall be determined by the Engineer in accordance with the requirements of paragraph 401-5.2b.

b. In-place HMA. HMA placed in the field shall be tested for mat and joint density on a lot basis. A standard lot shall be equal to one day's production or 2000 tons (1814 metric tons) whichever is smaller.

If the day's production is expected to exceed 2000 tons (1814 metric tons), but less than 4000 tons (3628 metric tons), the lot size shall be 1/2 day's production. If the day's production exceeds 4000 tons (3628 metric tons), the lot size shall be an equal sized fraction of the day's production, but shall not exceed 2000 tons (1814 metric tons).

(1) Mat density. The lot size shall be the same as that indicated in paragraph 401-5.1a and shall be divided into four equal sublots. One core of finished, compacted HMA shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint.

(2) Joint density. The lot size shall be the total length of longitudinal joints constructed by a lot of HMA as defined in paragraph 401-5.1a. The lot shall be divided into four equal sublots. One core of finished, compacted HMA shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D3665. All cores for joint density shall be taken centered on the joint. The minimum core diameter for joint density determination shall be 5 inches (125 mm).

(3) Sampling. Samples shall be neatly cut with a diamond core drill bit. Samples will be taken in accordance with ASTM D979. The minimum diameter of the sample shall be 5 inches (125 mm). Samples that are clearly defective, as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples, cleaning, and filling the cored pavement. Cored pavement shall be cleaned and core holes shall be filled in a manner acceptable to the Engineer and within one day after sampling. Laitance produced by the coring operation shall be removed immediately.

The top most lift of HMA shall be completely bonded to the underlying layer. If any of the cores reveal that the surface is not bonded to the layer immediately below the surface then additional cores shall be taken as directed by the Engineer in accordance with paragraph 401-5.1b to determine the extent of any delamination. All delaminated areas shall be completely removed by milling to the limits and depth and replaced as directed by the Engineer at no additional cost.

(4) Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D2726. Samples will be taken in accordance with ASTM D979. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the average bulk specific gravity of all laboratory prepared specimens for the lot, as determined in paragraph 401-5.1a(2). The bulk specific gravity used to determine the joint density at joints formed between different lots shall be the lowest of the bulk specific gravity values from the two different lots.

(5) Acceptance. Acceptance of field placed HMA for mat density will be determined by the Engineer in accordance with the requirements of paragraph 401-5.2b(1). Acceptance for joint density will be determined by the Engineer in accordance with the requirements of paragraph 401-5.2b(3).

c. Partial lots. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. In addition, an agreed to minor placement will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, that is, $n = 5$ or $n = 6$, for example. Partial lots at the end of asphalt production on the project shall be included with the previous lot. The lot size for field placed

material shall correspond to that of the plant material, except that, in no cases, shall less than three (3) cored samples be obtained, that is, $n = 3$.

401-5.2 Acceptance criteria.

a. General. Acceptance will be based on the following characteristics of the HMA and completed pavement as well as the implementation of the Contractor Quality Control Program and test results:

- (1) Air voids
- (2) Mat density
- (3) Joint density
- (4) Thickness
- (5) Smoothness
- (6) Grade

Mat density and air voids will be evaluated for acceptance in accordance with paragraph 401-5.2b(1). Joint density will be evaluated for acceptance in accordance with paragraph 401-5.2b(3).

Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 401-5.2b(4). Acceptance for smoothness will be based on the criteria contained in paragraph 401-5.2b(5). Acceptance for grade will be based on the criteria contained in paragraph 401-5.2b(7).

The Engineer may at any time, reject and require the Contractor to dispose of any batch of HMA which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Acceptance criteria.

(1) Mat density and air voids. Acceptance of each lot of plant produced material for mat density and air voids shall be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot shall be acceptable. Acceptance and payment shall be determined in accordance with paragraph 401-8.1.

(2) Joint density. Acceptance of each lot of plant produced HMA for joint density shall be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot shall be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint shall be reduced by five (5) percentage points. This lot pay factor reduction shall be incorporated and evaluated in accordance with paragraph 401-8.1.

(3) Thickness. Thickness of each lift of surface course shall be evaluated by the Engineer for compliance to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each subplot for density measurement. The maximum allowable deficiency at any point shall not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, shall not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or subplot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the Engineer to circumscribe the deficient area.

(4) Smoothness. The final surface shall be free from roller marks. After the final rolling, but not later than 24 hours after placement, the surface of each lot shall be tested in both longitudinal and

transverse directions for smoothness to reveal all surface irregularities exceeding the tolerances specified. The Contractor shall furnish paving equipment and employ methods that produce a surface for each pavement lot having an average profile index meeting the requirements of paragraph 401-8.1d when evaluated with a profilograph; and the finished surface course of the pavement shall not vary more than 1/4 inch (6mm) when evaluated with a 12-foot (3.7m) straightedge. When the surface course smoothness exceeds specification tolerances which cannot be corrected by diamond grinding of the surface course, full depth removal and replacement of surface course corrections shall be to the limit of the longitudinal placement. Corrections involving diamond grinding will be subject to the final pavement thickness tolerances specified. The Contractor shall apply a surface treatment per Item P-608 or P-609 to all areas that have been subject to grinding as directed by the Engineer.

(a) Transverse measurements. Transverse measurements will be taken for each lot placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet (15m) or more often as determined by the Engineer.

(i) Testing shall be continuous across all joints, starting with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Smoothness readings will not be made across grade changes or cross slope transitions; at these transition areas, the straightedge position shall be adjusted to measure surface smoothness and not design grade or cross slope transitions. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points. High spots on final surface course > 1/4 inch (6mm) in transverse direction shall be corrected with diamond grinding per paragraph 401-4.15 or by removing and replacing full depth of surface course. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The area corrected by grinding should not exceed 10% of the total area and these areas shall be retested after grinding.

(ii) The joint between lots shall be tested separately to facilitate smoothness between lots. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface, with half the straightedge on one side of the joint and the other half of the straightedge on the other side of the joint. Measure the maximum gap between the straightedge and the pavement surface in the area between these two high points. One measurement shall be taken at the joint every 50 feet (15m) or more often if directed by the Engineer. Deviations on final surface course > 1/4 inch (6mm) in transverse direction shall be corrected with diamond grinding per paragraph 401-4.15 or by removing and replacing full depth of surface course. Each measurement shall be recorded and a copy of the data shall be furnished to the Engineer at the end of each days testing.

(b) Longitudinal measurements. Longitudinal measurements will be taken for each lot placed. Longitudinal tests will be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6m) or greater.

(i) Longitudinal Short Sections. Longitudinal Short Sections are when the longitudinal lot length is less than 200 feet (60m) and areas not requiring a profilograph. When approved by the Engineer, the first and last 15 feet (4.5m) of the lot can also be considered as short sections for smoothness. The finished surface shall not vary more than 1/4 inch (6mm) when evaluated with a 12-foot (3.7m) straightedge. Smoothness readings will not be made across grade changes or cross slope transitions; at these transition areas, the straightedge position shall be adjusted to measure surface smoothness and not design grade or cross slope transitions. Testing shall be continuous across all joints, starting with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. The amount of

surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points. Deviations on final surface course > 1/4 inch (6mm) in longitudinal direction will be corrected with diamond grinding per paragraph 401-4.15 or by removing and replacing full depth of surface course. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The area corrected by grinding should not exceed 10% of the total area and these areas shall be retested after grinding.

~~(ii) Profilograph Testing. Profilograph testing shall be performed by the contractor using approved equipment and procedures as described as ASTM E1274. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate “must grind” bumps and the Profile Index for the pavement using a 0.2 inch (5 mm) blanking band. The bump template must span one inch (25 mm) with an offset of 0.4 inches (10 mm). The profilograph must be calibrated prior to use and operated by a factory or State DOT approved operator. Profilograms shall be recorded on a longitudinal scale of one inch (25 mm) equals 25 feet (7.5 m) and a vertical scale of one inch (25 mm) equals one inch (25 mm). A copy of the reduced tapes shall be furnished to the Engineer at the end of each days testing.~~

~~The pavement must have an average profile index meeting the requirements of paragraph 401 8.1d. High spots, or “must grind” spots, on final surface course in longitudinal direction shall be corrected with diamond grinding per paragraph 401 4.15 or by removing and replacing full depth of surface course. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The area corrected by grinding should not exceed 10% of the total area and these areas shall be retested after grinding.~~

~~Where corrections are necessary, second profilograph runs shall be performed to verify that the corrections produced an average profile index of 15 inches (38 cm) per mile or less. If the initial average profile index was less than 15 inches (38 cm), only those areas representing greater than 0.4 inch (10 mm) deviation will be re-profiled for correction verification.~~

~~(iii) Final profilograph of runway. Final profilograph, full length of runway, shall be performed to facilitate testing of smoothness between lots. Profilograph testing shall be performed by the contractor using approved equipment and procedures as described as ASTM E1274. The pavement must have an average profile index meeting the requirements of paragraph 401 8.1d. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate “must grind” bumps and the Profile Index for the pavement using a 0.2 inch (5 mm) blanking band. The bump template must span one inch (25 mm) with an offset of 0.4 inches (10 mm). The profilograph must be calibrated prior to use and operated by a factory or State DOT approved, trained operator. Profilograms shall be recorded on a longitudinal scale of one inch (25 mm) equals 25 feet (7.5 m) and a vertical scale of one inch (25 mm) equals one inch (25 mm). A copy of the reduced tapes shall be furnished to the Engineer at the end of each days testing. Profilograph of final runway shall be performed one foot right and left of runway centerline and 15 feet (4.5 m) right and left of centerline. Any areas that indicate “must grind” will be corrected as directed by the Engineer.~~

~~Smoothness testing indicated in the above paragraphs except paragraph (iii) shall be performed within 24 hours of placement of material. Smoothness testing indicated in paragraph (iii) shall be performed within 48 hours of paving completion. The primary purpose of smoothness testing is to identify areas that may be prone to ponding of water which could lead to hydroplaning of aircraft. If the contractor’s machines and/or methods are producing significant areas that need corrective actions then production should be stopped until corrective measures can be implemented. If corrective measures are not implemented and when directed by the Engineer, production shall be stopped until corrective measures can be implemented.~~

(5) Grade. Grade shall be evaluated on the first day of placement and then as a minimum, every day to allow adjustments to paving operations if measurements do not meet specification requirements. The Contractor must submit the survey data to the Engineer by the following day after measurements have been taken. The finished surface of the pavement shall not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm). The finished grade of each lot will be determined by running levels at intervals of 50 feet (15 m) or less longitudinally and all breaks in grade transversely (not to exceed 50 feet (15 m)) to determine the elevation of the completed pavement. The Contractor shall pay the cost of surveying of the level runs that shall be performed by a licensed surveyor. The documentation, stamped and signed by a licensed surveyor, shall be provided by the Contractor to the Engineer. The lot size shall be 2000 square yards (m²). When more than 15% of all the measurements within a lot are outside the specified tolerance, or if any one shot within the lot deviates 3/4 inch (19 mm) or more from planned grade, the Contractor shall remove the deficient area to the depth of the final course plus 1/2 inch (12 mm) of pavement and replace with new material. Skin patching shall not be permitted. Isolated high points may be ground off provided the course thickness complies with the thickness specified on the plans. The surface of the ground pavement shall have a texture consisting of grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide. The peaks and ridges shall be approximately 1/32 inch (1 mm) higher than the bottom of the grooves. The pavement shall be left in a clean condition. The removal of all of the slurry resulting from the grinding operation shall be continuous. The grinding operation should be controlled so the residue from the operation does not flow across other lanes of pavement. High point grinding will be limited to 15 square yards (12.5 m²). Areas in excess of 15 square yards (12.5 m²) will require removal and replacement of the pavement in accordance with the limitations noted above. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

c. Percentage of material within specification limits (PWL). The PWL shall be determined in accordance with procedures specified in Section 110 of the General Provisions. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Table 5. Gyrotory Acceptance Limits For Air Voids, Density

TEST PROPERTY	Specification Tolerance	
	L	U
Air Voids Total Mix (%)	2	5
Mat Density (%)	96.3	101.3
Joint Density (%)	93.3	-

d. Outliers. All individual tests for mat density and air voids shall be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers shall be discarded, and the PWL shall be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 2.1.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 98% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 97.5% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 96% with 2.1% or less variability.

401-5.3 Resampling pavement for mat density.

a. General. Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-5.1b and 401-5.2b(1). Only one resampling per lot will be permitted.

(1) A redefined PWL shall be calculated for the resampled lot. The number of tests used to calculate the redefined PWL shall include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for resampled lots. The redefined PWL for a resampled lot shall be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

401-5.4 Leveling course. Any course used for trueing and leveling shall meet the aggregate gradation in Table 3, paragraph 401-3.2. The trueing and leveling course shall meet the requirements of paragraph 401-3.2, 401-5.2b(1) for air voids, but shall not be subject to the density requirements of paragraph 401-5.2b(1) for mat density and 401-5.2b(3) for joint density. The leveling course shall be compacted with the same effort used to achieve density of the test section. The trueing and leveling course shall not exceed the maximum lift thickness associated with each gradation in Table 3, paragraph 401-3.2. The leveling course is the first variable thickness lift of an overlay placed prior to subsequent courses.

CONTRACTOR QUALITY CONTROL

401-6.1 General. The Contractor shall develop a Quality Control Program in accordance with Section 100 of the General Provisions. The program shall address all elements that affect the quality of the pavement including, but not limited to:

- a. Mix design
- b. Aggregate grading
- c. Quality of materials
- d. Stockpile management
- e. Proportioning
- f. Mixing and transportation
- g. Placing and finishing
- h. Joints
- i. Compaction
- j. Surface smoothness
- k. Personnel
- l. Laydown plan

The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by paragraph 401-6.3 and Section 100 of the General Provisions. As a part of the process for approving the Contractor's plan, the Engineer may

require the Contractor's technician to perform testing of samples to demonstrate an acceptable level of performance.

No partial payment will be made for materials that are subject to specific quality control requirements without an approved plan.

401-6.2 Contractor testing laboratory. The lab shall meet the requirements of ASTM D3666 including all necessary equipment, materials, and current reference standards to comply with the specifications.

401-6.3 Quality control testing. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved Quality Control Program. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

a. Asphalt content. A minimum of two asphalt content tests shall be performed per lot in accordance with ASTM D6307 or ASTM D2172 if the correction factor in ASTM D6307 is greater than 1.0. The asphalt content for the lot will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C566.

d. Moisture content of HMA. The moisture content shall be determined once per lot in accordance with ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the HMA at the plant, and the HMA at the job site.

f. In-place density monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Additional testing. Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

h. Monitoring. The Engineer reserves the right to monitor any or all of the above testing.

401-6.4 Sampling. When directed by the Engineer, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-6.5 Control charts. The Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each subplot will be calculated and monitored by the Quality Control laboratory.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data

during production indicates a problem and the Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits For Individual Measurements		
Sieve	Action Limit	Suspension Limit
3/4 inch (19 mm)	±6%	±9%
1/2 inch (12 mm)	±6%	±9%
3/8 inch (9 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (0.30 mm)	±3%	±4.5%
No. 200 (0.075 mm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
VMA	-1.00%	-1.50%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of $n = 2$. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for $n = 3$ and by 1.27 for $n = 4$.

Control Chart Limits Based On Range (Based On $n = 2$)	
Sieve	Suspension Limit
1/2 inch (12 mm)	11%
3/8 inch (9 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (0.30 mm)	6%
No. 200 (0.075 mm)	3.5%
Asphalt Content	0.8%

c. Corrective Action. The Contractor Quality Control Program shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

401-6.6 Quality control reports. The Contractor shall maintain records and shall submit reports of quality control activities daily, in accordance with the Contractor Quality Control Program described in General Provisions, Section 100.

METHOD OF MEASUREMENT

401-7.1 Measurement. HMA shall be measured by the number of tons (kg) of HMA used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 Payment. Payment for a lot of HMA meeting all acceptance criteria as specified in paragraph 401-5.2 shall be made based on results of tests for smoothness, mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1a for mat density and air voids and 401-8.1c for smoothness, subject to the limitation that:

a. The total project payment for plant mix bituminous concrete pavement shall not exceed 100 percent of the product of the contract unit price and the total number of tons (kg) of HMA used in the accepted work (See Note 1 under Table 6).

b. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

c. Basis of adjusted payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71 percent then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1. Payment in excess of 100% for accepted lots of HMA shall be used to offset payment for accepted lots of bituminous concrete pavement that achieve a lot pay factor less than 100%.

Table 6. Price Adjustment Schedule ¹

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
93 – 100	103
90 – 93	PWL + 10
70 – 89	0.125 PWL + 88.75
40 – 69	0.75 PWL + 45

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
Below 40	Reject ²

¹ Although it is theoretically possible to achieve a pay factor of 103% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1.

² The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

d. Profilograph smoothness. When the final average profile index (subsequent to any required corrective action) does not exceed 7 inches per mile (18 cm per 1.6 km), payment will be made at the contract unit price for the completed pavement. If the final average profile index (subsequent to any required corrective action) exceeds 7 inches per mile (18 cm per 1.6 km), but does not exceed 15 inches per mile (38 cm per 1.6 m), the Contractor may elect to accept a contract unit price adjustment in lieu of reducing the profile index.

e. Basis of adjusted payment for smoothness. Price adjustment for pavement smoothness will be made in accordance with Table 7. The adjustment will apply to the total tonnage of HMA within a lot of pavement and shall be applied with the following equation:

$$(\text{Tons of asphalt concrete in lot}) \times (\text{lot pay factor}) \times (\text{unit price per ton}) \times (\text{smoothness pay factor}) = \text{payment for lot}$$

Table 7. Profilograph Average Profile Index Smoothness Pay Factor

Inches/miles per 1/10 mile	Short Sections	Pay Factor
0.0—7	00.0—15.0	100%
7.1—9	15.1—16	98%
9.1—11	16.1—17	96%
11.1—13	17.1—18	94%
13.1—14	18.1—20	92%
14.1—15	20.1—22	90%
15.1 and up	22.1 and up	Corrective work required [†]

[†] The Contractor shall correct pavement areas not meeting these tolerances by removing and replacing the defective work. If the Contractor elects to construct an overlay to correct deficiencies, the minimum thickness of the overlay should be at least three times the maximum aggregate size (approximately four (4) times the nominal maximum aggregate size). The corrective overlay shall not violate grade Criteria and butt joints shall be constructed by sawing and removing the original pavement in compliance with the thickness/ maximum aggregate size ratio. Skin patching shall not be permitted.

HMA placed above the specified grade shall not be included in the quantities for payment.

401-8.1.1. Payment. Payment will be made under:

Item P-401-8.1.1 Bituminous Surface Course - per ton (kg)

TESTING REQUIREMENTS

ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C183	Standard Practice for Sampling and the Amount of Testing of Hydraulic Cement
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D979	Standard Practice for Sampling Bituminous Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D6084	Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D6307	Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyrotory Compactor.
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph
AASHTO T030	Standard Method of Test for Mechanical Analysis of Extracted Aggregate
AASHTO T110	Standard Method of Test for Moisture or Volatile Distillates in Hot Mix Asphalt (HMA)
AASHTO T275	Standard Method of Test for Bulk Specific Gravity (Gmb) of Compacted Hot Mix Asphalt (HMA) Using Paraffin-Coated Specimens
AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
Asphalt Institute Handbook MS-26,	Asphalt Binder
Asphalt Institute MS-2	Mix Design Manual, 7th Edition

MATERIAL REQUIREMENTS

ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents

END OF ITEM P-401

Item P-403 Hot Mix Asphalt (HMA) Pavements (Base, Leveling or Surface Course)

DESCRIPTION

403-1.1 This item shall consist of a base course composed of mineral aggregate and asphalt cement binder (asphalt binder) mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

403-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel crushed slag, screenings, natural sand and mineral filler, as required. The aggregates should be free of ferrous sulfides, such as pyrite, that would cause "rust" staining that can bleed through pavement markings. The portion retained on the No. 4 (4.75 mm) sieve is coarse aggregate. The portion passing the No. 4 (4.75 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the bituminous material and free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 50 percent when tested in accordance with ASTM C131. The sodium sulfate soundness loss shall not exceed 12%, or the magnesium sulfate soundness loss shall not exceed 18%, after five cycles, when tested in accordance with ASTM C88. Clay Lumps and friable particles shall not exceed 1.0% when tested in accordance with ASTM C142.

Aggregate shall contain at least 75 percent by weight of individual pieces having two or more fractured faces and 85 percent by weight having at least one fractured face. The area of each face shall be equal to at least 75% of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be achieved by crushing.

The aggregate shall not contain more than a total of 8%, by weight, of flat particles, elongated particles, and flat and elongated particles, when tested in accordance with ASTM D4791 with a value of 5:1

Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 70 pounds per cubic foot (1.12 mg/cubic meter) when tested in accordance with ASTM C29.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter.

The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not more than six (6) and a liquid limit of not more than 25 when tested in accordance with ASTM D4318.

The soundness loss shall not exceed 10% when sodium sulfate is used or 15% when magnesium sulfate is used, after five cycles, when tested per ASTM C88.

Clay lumps and friable particles shall not exceed 1.0 percent, by weight, when tested in accordance with ASTM C142.

Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. If used, the natural sand shall meet the requirements of ASTM D1073 and shall have a plasticity index of not more than six (6) and a liquid limit of not more than 25 when tested in accordance with ASTM D4318.

The aggregate shall have sand equivalent values of 45 or greater when tested in accordance with ASTM D2419.

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate, and ASTM C183 shall be used in sampling mineral filler.

403-2.2 Mineral filler. If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D242.

403-2.3 Asphalt cement binder. Asphalt cement binder shall conform to ASTM D6373 Performance Grade (PG) 70-22. A certificate of compliance from the manufacturer shall be included with the mix design submittal.

The supplier's certified test report with test data indicating grade certification for the asphalt binder shall be provided to the Engineer for each load at the time of delivery to the mix plant. A certified test report with test data indicating grade certification for the asphalt binder shall also be provided to the Engineer for any modification of the asphalt binder after delivery to the mix plant and before use in the HMA.

403-2.4 Preliminary material acceptance. Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

a. Coarse aggregate:

- (1) Percent of wear
- (2) Soundness
- (3) Clay lumps and friable particles
- (4) Percent fractured faces
- (5) Flat and elongated particles

b. Fine aggregate:

- (1) Liquid limit and Plasticity index
- (2) Soundness
- (3) Clay lumps and friable particles
- (4) Percent natural sand
- (5) Sand equivalent

c. Mineral filler.

d. Asphalt binder. Test results for asphalt binder shall include temperature/viscosity charts for mixing and compaction temperatures.

The certifications shall show the appropriate ASTM tests for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

403-2.5 Anti-stripping agent. Any anti-stripping agent or additive if required shall be heat stable, shall not change the asphalt cement viscosity beyond specifications, shall contain no harmful ingredients, shall be added in recommended proportion by approved method, and shall be a material approved by the Department of Transportation of the State in which the project is located.

COMPOSITION

403-3.1 Composition of mixture. The HMA plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

403-3.2 Job mix formula. No hot-mixed asphalt (HMA) for payment shall be produced until a JMF has been approved in writing by the Engineer. The asphalt mix design and JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 403-3.4. The HMA shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared at various asphalt contents and compacted using the gyratory compactor in accordance with ASTM D6925.

Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D4867, shall not be less than 75 when tested at a saturation of 70-80% or an anti-stripping agent shall be added to the HMA, as necessary, to produce a TSR of not less than 75 when tested at a saturation of 70-80%. If an anti-strip agent is required, it shall be provided by the Contractor at no additional cost to the Owner.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates currently being produced.

The submitted JMF shall be stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- a. Percent passing each sieve size for total combined gradation, individual gradation of all aggregate stockpiles and percent by weight of each stockpile used in the JMF.
- b. Percent of asphalt cement.
- c. Asphalt performance, grade, and type of modifier if used.
- d. Number of gyrations.
- e. Laboratory mixing temperature.
- f. Laboratory compaction temperature.
- g. Temperature-viscosity relationship of the PG asphalt cement binder showing acceptable range of mixing and compaction temperatures and for modified binders include supplier recommended mixing and compaction temperatures.
- h. Plot of the combined gradation on the 0.45 power gradation curve.
- i. Graphical plots of air voids, voids in the mineral aggregate, and unit weight versus asphalt content,
- j. Specific gravity and absorption of each aggregate.
- k. Percent natural sand.

l. Percent fractured faces.

m. Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).

n. Tensile Strength Ratio (TSR).

o. Anti-strip agent (if required).

p. Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

The Contractor shall submit to the Engineer the results of verification testing of three (3) asphalt samples prepared at the optimum asphalt content. The average of the results of this testing shall indicate conformance with the JMF requirements specified in Tables 1 and 3.

When the project requires asphalt mixtures of differing aggregate gradations, a separate JMF and the results of JMF verification testing shall be submitted for each mix.

The JMF for each mixture shall be in effect until a modification is approved in writing by the Engineer. Should a change in sources of materials be made, a new JMF must be submitted within 15 days and approved by the Engineer in writing before the new material is used. After the initial production JMF has been approved by the Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the Engineer's approval of the new or modified JMF will be borne by the Contractor. There will be no time extension given or considerations for extra costs associated with the stoppage of production paving or restart of production paving due to the time needed for the Engineer to approve the initial, new or modified JMF.

The Gyratory Design Criteria applicable to the project shall meet the criteria specified in Table 1.

Table 1. Gyratory Compaction Criteria

Test Property	Value
Number of compactor gyrations	75
Air voids (%)	3.5
Percent voids in mineral aggregate, minimum	See Table 2

Table 2. Minimum Percent Voids In Mineral Aggregate (VMA)

Aggregate (See Table 3)	Minimum VMA
Gradation 3	16
Gradation 2	15
Gradation 1	14

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 3 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 3 represent the limits that shall determine the suitability of aggregate for use from the sources of supply, be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 3. Aggregate - HMA Pavements

Sieve Size	Percentage by Weight Passing Sieve
1 inch (25 mm)	100
3/4 inch (19 mm)	76-98
1/2 inch (12 mm)	66-86
3/8 inch (9 mm)	57-77
No. 4 (4.75 mm)	40-60
No. 8 (2.36 mm)	26-46
No. 16 (1.18 mm)	17-37
No. 30 (0.60 mm)	11-27
No. 50 (0.30 mm)	7-19
No. 100 (0.15 mm)	6-16
No. 200 (0.075 mm)	3-6
Asphalt Percent:	
Stone or gravel	4.5-7
Slag	5.0-7.5

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

403-3.4 Job mix formula (JMF) laboratory. The Contractor's laboratory used to develop the JMF shall be accredited in accordance with ASTM D3666. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the JMF must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction.

403-3.5 Test section. Prior to full production, the Contractor shall prepare and place a quantity of HMA according to the JMF. The amount of HMA shall be sufficient to construct a test section **300** long and **20** wide, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint for this test section is an exposed construction joint at least four (4) hours old or whose mat has cooled to less than 160°F (71°C). The cold joint must be cut back using the same procedure that will be used during production in accordance with 403-4.12. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

The test section shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in paragraph 403-5.1 and 403-5.2. The test section shall be divided into equal sublots. As a minimum the test section shall consist of three (3) sublots.

The test section shall be considered acceptable if the average mat density of the test section cores is greater than or equal to 96% and the average joint density of the test section cores is greater than or equal to 94%.

If the initial test section should prove to be unacceptable, the necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that are not acceptable shall be removed at the Contractor's expense. Full production shall not begin until an acceptable test section has been constructed and accepted in writing by the Engineer. Once an acceptable test section has been placed, payment for the initial test section and the section that meets specification requirements shall be made in accordance with paragraph 403-8.1.

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the JMF. If the aggregates produced by the plant do not satisfy the gradation requirements or produce a mix that meets the JMF, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens shall be prepared and the optimum asphalt content determined in the same manner as for the original JMF tests.

Contractor will not be allowed to place the test section until the Contractor Quality Control Program, showing conformance with the requirements of paragraph 403-6.1, has been approved, in writing, by the Engineer.

CONSTRUCTION METHODS

403-4.1 Weather limitations. The HMA shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	Degrees F	Degrees C
3 inches (7.5 cm) or greater	40	4
Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm)	45	7

403-4.2 HMA plant. Plants used for the preparation of HMA shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 with the following changes:

a. Requirements for all plants include:

(1) **Truck scales.** The HMA shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the

Engineer deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, subsection 90-01.

In lieu of scales, and as approved by the Engineer, HMA weights may be determined by the use of an electronic weighing system equipped with an automatic printer that weighs the total HMA production and as often thereafter as requested by the Engineer.

(2) Testing facilities. The Contractor shall ensure laboratory facilities are provided at the plant for the use of the Engineer. The lab shall have sufficient space and equipment so that both testing representatives (Engineer's and Contractor's) can operate efficiently. The lab shall meet the requirements of ASTM D3666 including all necessary equipment, materials, and current reference standards to comply with the specifications and masonry saw with diamond blade for trimming pavement cores and samples. The plant testing laboratory shall have a floor space area of not less than 200 square feet (18.5 sq m), with a ceiling height of not less than 7-1/2 feet (2 m). The laboratory shall be weather tight, sufficiently heated in cold weather, air-conditioned in hot weather to maintain temperatures for testing purposes of 70°F ±5°F (21°C ±2.3°C). The plant testing laboratory shall be located on the plant site to provide an unobstructed view, from one of its windows, of the trucks being loaded with the plant mix materials. In addition, the facility shall include the minimum:

- (a) Adequate artificial lighting.
- (b) Electrical outlets sufficient in number and capacity for operating the required testing equipment and drying samples.
- (c) A minimum of two (2) Underwriter's Laboratories approved fire extinguishers of the appropriate types and class.
- (d) Work benches for testing.
- (e) Desk with chairs and file cabinet.
- (f) Sanitary facilities convenient to testing laboratory.
- (g) Exhaust fan to outside air.
- (h) Sink with running water.

Failure to provide the specified facilities shall be sufficient cause for disapproving HMA plant operations.

Laboratory facilities shall be kept clean, and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

(3) Inspection of plant. The Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

(4) Storage bins and surge bins. The HMA stored in storage and surge bins shall meet the same requirements as HMA loaded directly into trucks and may be permitted under the following conditions:

- (a) Stored in non-insulated bins for a period of time not to exceed three (3) hours.
- (b) Stored in insulated storage bins for a period of time not to exceed eight (8) hours.

If the Engineer determines that there is an excessive amount of heat loss, segregation or oxidation of the HMA due to temporary storage, no temporary storage will be allowed.

403-4.3 Hauling equipment. Trucks used for hauling HMA shall have tight, clean, and smooth metal beds. To prevent the HMA from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the Engineer. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

403-4.3.1 Material transfer vehicle (MTV). Material transfer Vehicles shall be required due to the improvement in smoothness and decrease in both physical and thermal segregation. To transfer the material from the hauling equipment to the paver, use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

403-4.4 HMA pavers. HMA pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of HMA that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the HMA uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

If, during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and satisfactory equipment shall be provided by the Contractor.

403-4.4.1 Automatic grade control. The HMA paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices that will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within $\pm 0.1\%$.

The controls shall be capable of working in conjunction with any of the following attachments:

- a. Ski-type device of not less than 30 feet (9 m) in length
- b. Taut stringline (wire) set to grade
- c. Short ski or shoe
- d. Laser control

403-4.5 Rollers. Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the HMA. The number, type, and weight of rollers shall be sufficient to compact the HMA to the required density while it is still in a workable condition.

All rollers shall be specifically designed and suitable for compacting hot mix bituminous concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at their own expense.

The use of equipment that causes crushing of the aggregate will not be permitted.

403-4.5.1 Density device. The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall also supply a qualified technician during all paving operations to calibrate the density gauge and obtain accurate density readings for all new HMA. These densities shall be supplied to the Engineer upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

403-4.6 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature. The temperature of the unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

403-4.7 Preparation of mineral aggregate. The aggregate for the HMA shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

403-4.8 Preparation of HMA. The aggregates and the asphalt binder shall be weighed or metered and introduced into the mixer in the amount specified by the JMF.

The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all HMA upon discharge shall not exceed 0.5%.

403-4.9 Preparation of the underlying surface. Immediately before placing the HMA, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with tem P-602 or P-603, if shown on the plans.

403-4.10 Laydown plan, transporting, placing, and finishing. Prior to the placement of the HMA, the Contractor shall prepare a laydown plan for approval by the Engineer. This is to minimize the number of cold joints in the pavement. The laydown plan shall include the sequence of paving laydown by stations, width of lanes, temporary ramp locations, and laydown temperature. The laydown plan shall also include estimated time of completion for each portion of the work (that is, milling, paving, rolling, cooling, etc.). Modifications to the laydown plan shall be approved by the Engineer.

The HMA shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 403-4.3. Deliveries shall be scheduled so that placing and compacting of HMA is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.

The Contractor shall use a material transfer vehicle to deliver HMA to the paver.

The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose for the first lift of all runway and taxiway pavements. Successive lifts of HMA surface course may be placed using a ski, or laser control per paragraph 403-4.4.1, provided grades of the first lift of bituminous surface course meet the tolerances of paragraphs 403-5.2b(5) as verified by a survey. Contractor shall survey each lift of HMA surface course and certify to Engineer that every lot of each lift meets the grade tolerances of paragraph 403-5.2b(5) before the next lift can be placed.

The initial placement and compaction of the HMA shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250°F (121°C).

Edges of existing HMA pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and coated with asphalt tack coat before new material is placed against it.

Upon arrival, the mixture shall be placed to the full width by a bituminous paver. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the HMA mat. Unless otherwise permitted, placement of the HMA shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The HMA shall be placed in consecutive adjacent strips having a minimum width of 10 feet (m) except where edge lanes require less width to complete the area. Additional screed sections shall not be attached to widen paver to meet the minimum lane width requirements specified above unless additional auger sections are added to match. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course.

Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the HMA may be spread and luted by hand tools.

Areas of segregation in the course, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 inches (50 mm) deep. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

403-4.11 Compaction of HMA. After placing, the HMA shall be thoroughly and uniformly compacted by power rollers. The surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the mixture to the roller, the wheels shall be equipped with a scraper and kept properly moistened using a water soluble asphalt release agent approved by the Engineer.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power driven tampers. Tampers shall weigh not less than 275 pounds (125 kg), have a tamping plate width not less than 15 inches (38 cm), be rated at not less than 4,200 vibrations per minute, and be suitably equipped with a standard tamping plate wetting device.

Any HMA that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to

the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

403-4.12 Joints. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade. The roller shall not pass over the unprotected end of the freshly laid HMA except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh HMA against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back 3 inches to 6 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material shall be removed from the project. A asphalt tack coat or other product approved by the Engineer shall be applied to the clean, dry joint prior to placing any additional fresh HMA against the joint. Any laitance produced from cutting joints shall be removed by vacuuming and washing. The cost of this work shall be considered incidental to the cost of the HMA.

403-4.13 Diamond grinding. When required, diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive. The saw blades shall be assembled in a cutting head mounted on a machine designed specifically for diamond grinding that will produce the required texture and smoothness level without damage to the pavement. The saw blades shall be 1/8-inch (3-mm) wide and there shall be a minimum of 55 to 60 blades per 12 inches (300 mm) of cutting head width; the actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Each machine shall be capable of cutting a path at least 3 feet (0.9 m) wide. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. The depth of grinding shall not exceed 1/2 inch (13mm) and all areas in which diamond grinding has been performed will be subject to the final pavement thickness tolerances specified. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. Areas that have been ground will be sealed with a P-608 surface treatment as directed by the Engineer. It may be necessary to seal a larger area to avoid surface treatment creating any conflict with runway or taxiway markings.

403-4.14 Nighttime Paving Requirements. Paving during nighttime construction shall require the following:

a. All paving machines, rollers, distribution trucks and other vehicles required by the Contractor for his operations shall be equipped with artificial illumination sufficient to safely complete the work.

b. Minimum illumination level shall be 20 horizontal foot-candles and maintained in the following areas:

(1) An area of 30 feet (9 m) wide by 30 feet (9 m) long immediately behind the paving machines during the operations of the machines.

(2) An area 15 feet (4.5 m) wide by 30 feet (9 m) long immediately in front and back of all rolling equipment, during operation of the equipment.

(3) An area 15 feet (4.5 m) wide by 15 feet (4.5 m) long at any point where an area is being tack coated prior to the placement of pavement.

c. As partial fulfillment of the above requirements, the Contractor shall furnish and use, complete artificial lighting units with a minimum capacity of 3,000 watt electric beam lights, affixed to all equipment in such a way to direct illumination on the area under construction.

d. A lighting plan must be submitted by the Contractor and approved by the Engineer prior to the start of any nighttime work.

MATERIAL ACCEPTANCE

403-5.1 Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

Testing organizations performing these tests shall be accredited in accordance with ASTM D3666. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction. All equipment in Contractor furnished laboratories shall be calibrated by an independent testing organization prior to the start of operations.

a. **Hot mixed asphalt.** Plant-produced HMA shall be tested for air voids on a lot basis. Sampling shall be from material deposited into trucks at the plant or from trucks at the job site. Samples shall be taken in accordance with ASTM D979.

A standard lot shall be equal to one day's production or 2000 tons (1814 metric tons) whichever is smaller. If the day's production is expected to exceed 2000 tons (1814 metric tons), but less than 4000 tons (3628 metric tons), the lot size shall be 1/2 day's production. If the day's production exceeds 4000 tons (3628 metric tons), the lot size shall be an equal sized fraction of the day's production, but shall not exceed 2000 tons (1814 metric tons).

Where more than one plant is simultaneously producing HMA for the job, the lot sizes shall apply separately for each plant.

(1) Sampling. Each lot will consist of four equal sublots. Sufficient HMA for preparation of test specimens for all testing will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D3665. Samples will be taken in accordance with ASTM D979.

The sample of HMA may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to stabilize to compaction temperature. The compaction temperature of the specimens shall be as specified in the JMF.

(2) Testing. Air voids will be determined by the Engineer in accordance with ASTM D3203. One set of laboratory compacted specimens will be prepared for each subplot in accordance with ASTM D6925 at the number of gyrations required by paragraph 403-3.2, Table 1. Each set of laboratory compacted specimens will consist of three test specimens prepared from the same sample.

Prior to testing, the bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D2726 using the procedure for laboratory-prepared thoroughly dry specimens for use in computing air voids and pavement density.

For air voids determination, the theoretical maximum specific gravity of the mixture shall be measured one time for each subplot in accordance with ASTM D2041. The value used in the air voids computation for each subplot shall be based on theoretical maximum specific gravity measurement for the subplot.

(3) Acceptance. Acceptance of plant produced HMA for air voids shall be determined by the Engineer in accordance with the requirements of paragraph 403-5.1.

b. **In-place HMA.** HMA placed in the field shall be tested for mat and joint density on a lot basis. A standard lot shall be equal to one day's production or 2000 tons (1814 metric tons) whichever is smaller.

If the day's production is expected to exceed 2000 tons (1814 metric tons), but less than 4000 tons (3628 metric tons), the lot size shall be 1/2 day's production. If the day's production exceeds 4000 tons (3628 metric tons), the lot size shall be an equal sized fraction of the day's production, but shall not exceed 2000 tons (1814 metric tons).

(1) Mat density. The lot size shall be the same as that indicated in paragraph 403-5.1a. The lot shall be divided into four equal sublots. One core of finished, compacted HMA shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint.

(2) Joint density. The lot size shall be the total length of longitudinal joints constructed by a lot of HMA as defined in paragraph 403-5.1a. The lot shall be divided into four equal sublots. One core of finished, compacted HMA shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D3665. All cores for joint density shall be taken centered on the joint. The minimum core diameter for joint density determination shall be 5 inches (125 mm).

(3) Sampling. Samples shall be neatly cut with a diamond core drill bit. Samples will be taken in accordance with ASTM D979. The minimum diameter of the sample shall be 5 inches (125 mm). Samples that are defective, as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples, cleaning, and filling the cored pavement. Cored pavement shall be cleaned and core holes shall be filled in a manner acceptable to the Engineer and within one day after sampling. Laitance produced by the coring operation shall be removed immediately. The top most lift of bituminous material shall be completely bonded to the underlying layers of bituminous material. If any of the cores reveal that the surface is not bonded to the bituminous layer immediately below the surface then additional cores shall be taken as directed by the Engineer in accordance with paragraph 403-5.1b to determine the extent of any delamination. All delaminated areas shall be completely removed by milling to the limits and depth and replaced as directed by the Engineer at no additional cost.

(4) Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D2726. Samples will be taken in accordance with ASTM D979. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the average bulk specific gravity of all laboratory prepared specimens for the lot, as determined in paragraph 403-5.1a(2). The bulk specific gravity used to determine the joint density at joints formed between different lots shall be the lowest of the bulk specific gravity values from the two different lots.

(5) Acceptance. Acceptance of field placed HMA for mat density will be determined by the Engineer in accordance with the requirements of paragraph 403-5.2b(1). Acceptance for joint density will be determined by the Engineer in accordance with the requirements of paragraph 403-5.2b(2).

c. Partial lots HMA. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. In addition, an agreed to minor placement will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, that is, $n = 5$ or $n = 6$, for example. Partial lots at the end of asphalt production on the project shall be included with the previous lot. The lot size for field placed

material shall correspond to that of the plant material, except that, in no cases, shall less than three (3) cored samples be obtained, that is, $n = 3$.

403-5.2 Acceptance criteria.

a. General. Acceptance will be based on the following characteristics of the HMA and completed pavement and test results:

- (1) Air Voids
- (2) Mat density
- (3) Joint density
- (4) Thickness
- (5) Smoothness
- (6) Grade

Mat density will be evaluated for acceptance in accordance with paragraph 403-5.2b(1). Joint density will be evaluated for acceptance in accordance with paragraph 403-5.2b(2).

Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 403-5.2b(3). Acceptance for smoothness will be based on the criteria contained in paragraph 403-5.2b(4). Acceptance for grade will be based on the criteria contained in paragraph 403-5.2b(5).

The Engineer may at any time reject and require the Contractor to dispose of any batch of HMA which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Acceptance criteria.

(1) Mat density. Acceptance of each lot of plant produced material for mat density shall be based on the average of all of the densities taken from the sublots. If the average mat density of the lot so established equals or exceeds 96%, the lot shall be acceptable. If the average mat density of the lot is below 96%, the lot shall be removed and replaced at the Contractor's expense.

(2) Joint density. Acceptance of each lot of plant produced HMA for joint density shall be based on the average of all of the joint densities taken from the sublots. If the average joint density of the lot so established equals or exceeds 94%, the lot shall be acceptable. If the average joint density of the lot is less than 94%, the Contractor shall stop production and evaluate the method of compacting joints. Production may resume once the reason for poor compaction has been determined and appropriate measures have been taken to ensure proper compaction.

(3) Thickness. Thickness of each course shall be evaluated by the Engineer for compliance to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each subplot for density measurement. The maximum allowable deficiency at any point shall not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, shall not be less than the indicated thickness. Where thickness deficiency exceeds the specified tolerances, the lot or subplot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the Engineer to circumscribe the deficient area.

(4) Grade. Grade shall be evaluated on the first day of placement and then every day to allow adjustments to paving operations if measurements do not meet specification requirements. The Contractor must submit the survey data to the Engineer by the following day after measurements have

been taken. The finished surface of the pavement shall not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm). The finished grade of each lot will be determined by running levels at intervals of 50 feet (15 m) or less longitudinally and all breaks in grade transversely (not to exceed 50 feet (15 m)) to determine the elevation of the completed pavement. The Contractor shall pay the cost of surveying of the level runs that shall be performed by a licensed surveyor. The documentation, stamped and signed by a licensed surveyor, shall be provided by the Contractor to the Engineer. The lot size shall be 2000 square yards (square meters). When more than 15% of all the measurements within a lot are outside the specified tolerance, or if any one shot within the lot deviates 3/4 inch (19 mm) or more from planned grade, the Contractor shall remove the deficient area to the depth of the final course of pavement and replace with new material. Skin patching shall not be permitted. Isolated high points may be ground off providing the course thickness complies with the thickness specified on the plans. High point grinding will be limited to 15 square yard (12.5 sq m). The surface of the ground pavement shall have a texture consisting of grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide. The peaks and ridges shall be approximately 1/32 inch (1 mm) higher than the bottom of the grooves. The pavement shall be left in a clean condition. The removal of all of the slurry resulting from the grinding operation shall be continuous. The grinding operation should be controlled so the residue from the operation does not flow across other lanes of pavement. Areas in excess of 15 square yard (12.5 sq m) will require removal and replacement of the pavement in accordance with the limitations noted above. Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

c. Density outliers. If the tests within a lot include a very large or a very small value that appears to be outside the normal limits of variation, check for an outlier in accordance with ASTM E178, at a significance level of 5%, to determine if this value should be discarded.

403-5.3 Resampling Pavement for Mat Density.

a. General. Resampling of a lot of pavement will only be allowed for mat density and then, only if the Contractor requests same in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 403-5.1. Only one resampling per lot will be permitted.

(1) A redefined mat density shall be calculated for the resampled lot. The number of tests used to calculate the redefined mat density shall include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for resampled lots. The redefined mat density for a resampled lot shall be used to evaluate the acceptance of that lot in accordance with paragraph 403-5.2.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

CONTRACTOR QUALITY CONTROL

403-6.1 General. The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by paragraph 403-6.3, including but not limited to:

- a. Mix Design**
- b. Aggregate Grading**
- c. Quality of Materials**
- d. Stockpile Management**

- e. Proportioning
- f. Mixing and Transportation
- g. Placing and Finishing
- h. Joints
- i. Compaction
- j. Surface smoothness
- k. Personnel
- l. Laydown plan

The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by paragraph 403-6.3 and Section 100 of the General Provisions. As a part of the process for approving the Contractor's plan, the Engineer may require the Contractor's technician to perform testing of samples to demonstrate an acceptable level of performance.

No partial payment will be made for materials that are subject to specific quality control requirements without an approved plan.

403-6.2 Contractor testing laboratory. The lab shall meet the requirements of ASTM D3666 including all necessary equipment, materials, and current reference standards to comply with the specifications.

403-6.3 Quality control testing. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved Quality Control Program. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

a. Asphalt content. A minimum of two asphalt content tests shall be performed per lot in accordance with ASTM D6307 or ASTM D2172 if the correction factor in ASTM D6307 is greater than 1.0. The asphalt content for the lot will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with ASTM D5444 and ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C566.

d. Moisture content of HMA. The moisture content of the HMA shall be determined once per lot in accordance with ASTM D1461

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the HMA at the plant, and the HMA at the job site.

f. In-place density monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Additional testing. Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

h. Monitoring. The Engineer reserves the right to monitor any or all of the above testing.

403-6.4 Sampling. When directed by the Engineer, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

403-6.5 Control charts. The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each subplot will be calculated and monitored by the Quality Control laboratory.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the JMF target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits For Individual Measurements		
Sieve	Action Limit	Suspension Limit
3/4 inch (19 mm)	±6%	±9%
1/2 inch (12 mm)	±6%	±9%
3/8 inch (9 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (0.30 mm)	±3%	±4.5%
No. 200 (0.075 mm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
VMA	-1.00%	-1.5%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of $n = 2$. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for $n = 3$ and by 1.27 for $n = 4$.

Control Chart Limits Based On Range (Based On $n = 2$)	
Sieve	Suspension Limit
1/2 inch (12 mm)	11%

Control Chart Limits Based On Range (Based On n = 2)	
Sieve	Suspension Limit
3/8 inch (9 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (0.30 mm)	6%
No. 200 (0.075 mm)	3.5%
Asphalt Content	0.8%

c. Corrective action. The Contractor Quality Control Program shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range; or
- (2) Two points in a row fall outside the Action Limit line for individual measurements.

403-6.6 Quality control reports. The Contractor shall maintain records and shall submit reports of quality control activities daily, in accordance with the Contractor Quality Control Program described in General Provisions, Section 100.

METHOD OF MEASUREMENT

403-7.1 Measurement. Plant mix bituminous concrete pavement shall be measured by the number of tons (kg) of HMA used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

403-8.1 Payment. Payment for a lot of HMA meeting all acceptance criteria as specified in paragraph 403-5.2 shall be made at the contract unit price per ton (kg) for HMA. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-403-8.1 HMA Base Course - per ton (kg)

TESTING REQUIREMENTS

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM C117	Standard Test Method for Materials Finer than 75- μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C183	Standard Practice for Sampling and the Amount of Testing of Hydraulic Cement
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D979	Standard Practice for Sampling Bituminous Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
ASTM D1074	Standard Test Method for Compressive Strength of Bituminous Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4125	Standard Test Methods for Asphalt Content of Bituminous mixtures by the Nuclear Method
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5581	Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6 inch-Diameter Specimen)
ASTM D6307	Standard Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
AASHTO T030	Standard Method of Test for Mechanical Analysis of Extracted Aggregate
AASHTO T110	Standard Method of Test for Moisture or Volatile Distillates in Hot Mix Asphalt (HMA)
AASHTO T275	Standard Method of Test for Bulk Specific Gravity (Gmb) of Compacted Hot Mix Asphalt (HMA) Using Paraffin-Coated Specimens).
Asphalt Institute Handbook MS-26	Asphalt Binder
Asphalt Institute MS-2 Mix Design Manual, 7th Edition	

MATERIAL REQUIREMENTS

ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder

END OF ITEM P-403

Part 7 – Miscellaneous

Item P-602 Bituminous Prime Coat

DESCRIPTION

602-1.1 This item shall consist of an application of bituminous material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

602-2.1 Bituminous material. The bituminous material shall be an emulsified asphalt indicated in ASTM D3628 as a bituminous application for prime coat appropriate to local conditions or as designated by the Engineer.

CONSTRUCTION METHODS

602-3.1 Weather limitations. The prime coat shall be applied only when the existing surface is dry; the atmospheric temperature is 50°F (10°C) or above, and the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the Engineer.

602-3.2 Equipment. The equipment shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi (4.5 kg/sq cm) of tire width to prevent rutting, shoving or otherwise damaging the base, surface or other layers in the pavement structure. Design and equip the distributor to spray the bituminous material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard (0.23 to 9.05 L/square meter), with a pressure range of 25 to 75 psi (172.4 to 517.1 kPa) and with an allowable variation from the specified rate of not more than $\pm 5\%$, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the bituminous material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the Owner.

A power broom and power blower suitable for cleaning the surfaces to which the bituminous coat is to be applied shall be provided.

602-3.3 Application of bituminous material. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The bituminous material shall be uniformly applied with a bituminous distributor at the rate of 0.15 to 0.30 gallons per square yard (0.68 to 1.36 liters per square meter) depending on the base course surface texture. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following application of the bituminous material and prior to application of the succeeding layer of pavement, allow the bituminous coat to cure and to obtain evaporation of any volatiles or moisture. Maintain the coated surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Allow the prime coat to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course. Furnish and spread enough sand to effectively blot up and cure excess bituminous material. Keep traffic off surfaces freshly treated with bituminous material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

602-3.4 Trial applications. Before providing the complete bituminous coat, the Contractor shall apply three lengths of at least 100 feet (30 m) for the full width of the distributor bar to evaluate the amount of bituminous material that can be satisfactorily applied with the equipment. Apply three different trial application rates of bituminous materials within the application range specified in paragraph 602-3.3. Other trial applications will be made using various amounts of material as deemed necessary by the Engineer.

602-3.5 Bituminous material Contractor's responsibility. The Contractor shall provide a statement of source and character of the proposed bituminous material which must be submitted to and approved by the Engineer before any shipment of bituminous materials to the project. The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The test reports shall be provided to and approved by the Engineer before the bituminous material is applied. If the bituminous material does not meet the specifications, it shall be replaced at the Contractor's expense. Furnishing the vendor's certified test report for the bituminous material shall not be interpreted as basis for final acceptance.

602-3.6 Freight and weigh bills. The Contractor shall submit waybills and delivery tickets during the progress of the work. Before the final estimate is allowed, file with the Engineer certified waybills and certified delivery tickets for all bituminous materials used in the construction of the pavement covered by the contract. Do not remove bituminous material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

~~**602-4.1** The bituminous material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D1250. The bituminous material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of bituminous material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the bituminous material is necessary. Water added to emulsified asphalt will not be measured for payment.~~

BASIS OF PAYMENT

~~**602-5.1** Payment shall be made at the contract unit price per gallon for bituminous prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.~~

~~Payment will be made under:~~

~~Item P-602 5.1 Bituminous Prime Coat per gallon~~

Payment for this item shall be distributed in cost of related items.

TESTING REQUIREMENTS

ASTM D1250 Standard Guide for Use of the Petroleum Measurement Tables

MATERIAL REQUIREMENTS

ASTM D977 Standard Specification for Emulsified Asphalt

ASTM D2028 Standard Specification for Cutback Asphalt (Rapid-Curing Type)

ASTM D2397 Standard Specification for Cationic Emulsified Asphalt

ASTM D3628 Standard Practice for Selection and Use of Emulsified Asphalts

END OF ITEM P-602

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Item P-603 Bituminous Tack Coat

DESCRIPTION

603-1.1 This item shall consist of preparing and treating a bituminous or concrete surface with bituminous material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 Bituminous materials. The bituminous material shall be an emulsified asphalt indicated in ASTM D3628 as a bituminous application for tack coat appropriate to local conditions or as designated by the Engineer.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F (10°C) or above; the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the Engineer.

603-3.2 Equipment. The Contractor shall provide equipment for heating and applying the bituminous material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi (4.5 kg/sq cm) of tire width to prevent rutting, shoving or otherwise damaging the base, surface or other layers in the pavement structure. Design and equip the distributor to spray the bituminous material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard (0.23 to 9.05 L/square meter), with a pressure range of 25 to 75 psi (172.4 to 517.1 kPa) and with an allowable variation from the specified rate of not more than $\pm 5\%$, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the bituminous material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the tack operations shall be started and stopped on building paper. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the Owner.

A power broom and/or power blower suitable for cleaning the surfaces to which the bituminous tack coat is to be applied shall be provided.

603-3.3 Application of bituminous material. Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

Emulsified asphalt shall be diluted by the addition of water when directed by the Engineer and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before the overlying mixture is placed on the tacked surface.

The bituminous material including vehicle shall be uniformly applied with a bituminous distributor at the rate of 0.05 to 0.10 gallons per square yard (0.20 to 0.50 liters per square meter) depending on the condition of the existing surface. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the Engineer. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed.

603-3.4 Bituminous material Contractor's responsibility. The Contractor shall provide a statement of source and character of the proposed bituminous material which must be submitted and approved by the Engineer before any shipment of bituminous materials to the project.

The Contractor shall furnish the vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The tests reports shall be provided to and approved by the Engineer before the bituminous material is applied. If the bituminous material does not meet the specifications, it shall be replaced at the Contractor's expense. Furnishing the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance.

603-3.5 Freight and weigh bills The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the Engineer certified waybills and certified delivery tickets for all bituminous materials used in the construction of the pavement covered by the contract. Do not remove bituminous material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

~~METHOD OF MEASUREMENT~~

~~**603-4.1** The bituminous material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D1250. The bituminous material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of bituminous material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the bituminous material is necessary. Water added to emulsified asphalt will not be measured for payment.~~

~~BASIS OF PAYMENT~~

~~**603.5-1** Payment shall be made at the contract unit price per gallon of bituminous material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

~~Payment will be made under:~~

~~Item P-603-5.1 ——— Bituminous Tack Coat — per gallon~~

Payment for this item shall be distributed in cost of related items.

MATERIAL REQUIREMENTS

ASTM D633	Standard Volume Correction Table for Road Tar
ASTM D977	Standard Specification for Emulsified Asphalt
ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2028	Standard Specification for Cutback Asphalt (Rapid-Curing Type)
ASTM D2397	Standard Specification for Cationic Emulsified Asphalt
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

Item P-610 Structural Portland Cement Concrete

DESCRIPTION

610-1.1 This item shall consist of reinforced structural portland cement concrete (PCC), prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans. This specification shall be used for all structural and miscellaneous concrete including signage bases.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Engineer before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine and Coarse aggregates to be used in all concrete shall be evaluated and tested by the Contractor for alkali-aggregate reactivity in accordance with both ASTM C1260 and C1567. Aggregate and mix proportion reactivity tests shall be performed for each project.

(1) Coarse and fine aggregate shall be tested separately in accordance with ASTM C1260. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.10% at 28 days (30 days from casting).

(2) Combined coarse and fine aggregate shall be tested in accordance with ASTM C1567, modified for combined aggregates, using the proposed mixture design proportions of aggregates, cementitious materials, and/or specific reactivity reducing chemicals. If lithium nitrate is proposed for use with or without supplementary cementitious materials, the aggregates shall be tested in accordance with Corps of Engineers (COE) CRD C662. If lithium nitrate admixture is used, it shall be nominal 30% \pm 0.5% weight lithium nitrate in water.

(3) If the expansion of the proposed combined materials test specimens, tested in accordance with ASTM C1567, modified for combined aggregates, or COE CRD C662, does not exceed 0.10% at 28 days, the proposed combined materials will be accepted. If the expansion of the proposed combined materials test specimens is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10% at 28 days, or new aggregates shall be evaluated and tested.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet the following gradation shown in the table below when tested per ASTM C136.

Gradation For Coarse Aggregate

Sieve Designation (square openings)	Percentage by Weight Passing Sieves						
	2" (50 mm)	1-1/2" (38 mm)	1" (25 mm)	3/4" (19 mm)	1/2" (12 mm)	3/8" (9 mm)	No. 4
No. 4 to 3/4 in. (4.75-19 mm)			100	90-100		20-55	0-10
No. 4 to 1 in. (4.75-25 mm)		100	90-100		25-60		0-10
No. 4 to 1-1/2 in. (4.75-38 mm)	100	95-100		35-70		10-30	0-5

610-2.2.1 Aggregate susceptibility to durability (D) cracking. Aggregates that have a history of D-cracking shall not be used.

Coarse aggregate may be accepted from sources that have a 20 year service history for the same gradation to be supplied with no durability issues.

a. Material currently being produced shall have a durability factor ≥ 95 using ASTM C666. Coarse aggregates that are crushed granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite or trap rock are considered to meet the D-cracking test but must meet all other quality tests. Aggregates meeting State Highway Department material specifications may be acceptable with concurrence of the FAA.

b. The Contractor shall submit a current certification that the aggregate does not have a history of D-cracking and that the aggregate meets the state specifications for use in PCC pavement for use on interstate highways. Certifications, tests and any history reports must be for the same gradation as being proposed for use on the project. Certifications which are not dated or which are over one (1) year old or which are for different gradations will not be accepted. Test results will only be accepted when tests were performed by a State Department of Transportation (DOT) materials laboratory or an accredited laboratory.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet the requirements of ASTM C33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of the table below when tested in accordance with ASTM C136:

Gradation For Fine Aggregate

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3/8 inch (9 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 30 (0.60 mm)	25-55
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

Blending will be permitted, if necessary, to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, if the deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than Portland cement, as specified in paragraph 610-2.6, Admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C150 Type I.

If aggregates are deemed innocuous when tested in accordance with paragraph 610-2.1.a.1 and accepted in accordance with paragraph 610-2.1.a.3, higher equivalent alkali content in the cement may be allowed if approved by the Engineer and FAA. If cement becomes partially set or contains lumps of caked cement, it shall be rejected. Cement salvaged from discarded or used bags shall not be used.

The Contractor shall furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the project. The report shall be delivered to the Engineer before use of the cement is granted. All test reports shall be subject to verification by testing sample materials received for use on the project.

610-2.5 Water. The water used in concrete shall be fresh, clean and potable; free from injurious amounts of oils, acids, alkalies, salts, organic materials or other substances deleterious to concrete.

610-2.6 Admixtures and supplementary cementitious material. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the Engineer may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the Engineer. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

d. Lithium nitrate. The lithium admixture shall be a nominal 30% aqueous solution of Lithium Nitrate, with a density of 10 pounds/gallon (1.2 kg/L), and shall have the approximate chemical form as shown below:

<u>Constituent</u>	<u>Limit (Percent by Mass)</u>
LiNO ₃ (Lithium Nitrate)	30 ±0.5
SO ₄ (Sulfate Ion)	0.1 (max)
Cl (Chloride Ion)	0.2 (max)
Na (Sodium Ion)	0.1 (max)
K (Potassium Ion)	0.1 (max)

Provide a trained representative to supervise the lithium nitrate admixture dispensing and mixing operations.

e. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash for use in mitigating alkali-silica reactivity shall have a Calcium Oxide (CaO) content of less than 13%.

610-2.7 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1752.

610-2.8 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.9 Steel reinforcement. Reinforcing shall consist of reinforcing steel, welded steel wire fabric and welded deformed steel fabric, conforming to the requirements of ASTM A615, ASTM A706, ASTM A775, ASTM A934, and ASTM A1064.

610-2.10 Materials for curing concrete. Curing materials shall conform to White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B, ASTM C309.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the Engineer.

610-3.2 Concrete composition. The concrete shall develop a compressive strength of **3500** psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cement per cubic yard (280 kg per cubic meter). The concrete shall contain 5% of entrained air, $\pm 1\%$, as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Acceptance sampling and testing. Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The concrete shall be sampled in accordance with ASTM C172. Concrete cylindrical compressive strength specimens shall be made in accordance with ASTM C31 and tested in accordance with ASTM C39. The Contractor shall cure and store the test specimens under such conditions as directed by the Engineer. The Engineer will make the actual tests on the specimens at no expense to the Contractor.

610-3.4 Qualifications for concrete testing service. Perform concrete testing by an approved laboratory and inspection service experienced in sampling and testing concrete. Testing agency must meet the requirements of ASTM C1077 or ASTM E329.

610-3.5 Proportioning and measuring devices. When package cement is used, the quantity for each batch shall be equal to one or more whole sacks of cement. The aggregates shall be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge shall be contained in each batch compartment. Weighing boxes or hoppers shall be approved by the Engineer and shall provide means of regulating the flow of aggregates into the batch box so the required, exact weight of aggregates is obtained.

610-3.6 Consistency. The consistency of the concrete shall be determined by the slump test specified in ASTM C143.

610-3.7 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94.

610-3.8 Mixing conditions. The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.9 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the Engineer. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface. The forms shall not be removed until at least 30 hours after concrete placement for vertical faces, walls, slender columns, and similar structures. Forms supported by falsework under slabs, beams, girders, arches, and similar construction shall not be removed until tests indicate the concrete has developed at least 60% of the design strength.

610-3.10 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.11 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.12 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the Engineer. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.13 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309, Guide for Consolidation of Concrete. Where bars meeting ASTM A775 or A934 are used, the vibrators shall be equipped with rubber or non-metallic vibrator heads. Furnish a spare, working, vibrator on the job site whenever concrete is placed. Consolidate concrete slabs greater than 4 inches (100 mm) in depth with high frequency mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches (100 mm) or less in depth by wood tampers, spading, and settling with a heavy leveling straightedge. Operate internal vibrators with vibratory element submerged in the concrete, with a minimum frequency of not less than 6000 cycles per minute when submerged. Do not use vibrators to transport the concrete in the forms. Penetrate the previously placed lift with the vibrator when more than one lift is required. Use external vibrators on the exterior surface of the forms when internal vibrators do not provide adequate consolidation of the concrete. Vibrators shall be manipulated to work the concrete thoroughly around the reinforcement and embedded fixtures and into

corners and angles of the forms. The vibration at any point shall be of sufficient duration to accomplish compaction but shall not be prolonged to where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie or other approved method and shall not be disturbed after placement.

610-3.14 Construction joints. If the placement of concrete is suspended, necessary provisions shall be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, provisions shall be made for grooves, steps, reinforcing bars or other devices as specified. The work shall be arranged so that a section begun on any day shall be finished during daylight of the same day. Before depositing new concrete on or against concrete that has hardened, the surface of the hardened concrete shall be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

610-3.15 Expansion joints. Expansion joints shall be constructed at such points and dimensions as indicated on the drawings. The premolded filler shall be cut to the same shape as the surfaces being joined. The filler shall be fixed firmly against the surface of the concrete already in place so that it will not be displaced when concrete is deposited against it.

610-3.16 Defective work. Any defective work discovered after the forms have been removed, which in the opinion of the Engineer cannot be repaired satisfactorily, shall be immediately removed and replaced at the expense of the Contractor. Defective work shall include deficient dimensions, or bulged, uneven, or honeycomb on the surface of the concrete.

610-3.17 Surface finish. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated. Mortar finishing shall not be permitted, nor shall dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.

The surface finish of exposed concrete shall be a rubbed finish. If forms can be removed while the concrete is still green, the surface shall be wetted and then rubbed with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone shall be used to finish the surface. When approved, the finishing can be done with a finishing machine.

610-3.18 Curing and protection. All concrete shall be properly cured and protected by the Contractor. The concrete shall be protected from the weather, flowing water, and from defacement of any nature during the project. The concrete shall be cured by covering with an approved material as soon as it has sufficiently hardened. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for at least three (3) days following concrete placement. All curing mats or blankets shall be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to air currents. Wooden forms shall be kept wet at all times until removed to prevent opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for seven (7) days after the concrete has been placed.

610-3.19 Drains or ducts. Drainage pipes, conduits, and ducts that are to be encased in concrete shall be installed by the Contractor before the concrete is placed. The pipe shall be held rigidly so that it will not be displaced or moved during the placing of the concrete.

610-3.20 Cold weather placing. When concrete is placed at temperatures below 40°F (4°C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated to place the concrete at temperatures between 50°F and 100°F (10°C and 38°C).

Calcium chloride may be incorporated in the mixing water when directed by the Engineer. Not more than pounds (908 grams) of Type 1 nor more than 1.6 pounds (726 grams) of Type 2 shall be added per bag of

cement. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F (10°C) until at least 60% of the designed strength has been attained.

610-3.21 Hot weather placing. Concrete shall be properly placed and finished with procedures previously submitted. The concrete-placing temperature shall not exceed recommended limit per ACI 305R when measured in accordance with ASTM C1064. Cooling of the mixing water and aggregates, or both, may be required to obtain an adequate placing temperature. A retarder meeting the requirements of paragraph 610-2.6 may be used to facilitate placing and finishing. Steel forms and reinforcement shall be cooled prior to concrete placement when steel temperatures are greater than 120°F (50°C). Conveying and placing equipment shall be cooled if necessary to maintain proper concrete-placing temperature. Submit the proposed materials and methods for review and approval by the Engineer, if concrete is to be placed under hot weather conditions.

610-3.22 Filling joints. All joints that require filling shall be thoroughly cleaned, and any excess mortar or concrete shall be cut out with proper tools. Joint filling shall not start until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be done with proper equipment to obtain a neat looking joint free from excess filler.

METHOD OF MEASUREMENT

~~610-4.1 Portland cement concrete shall be measured by the number of cubic yards (cubic meters) of concrete complete in place and accepted. In computing the yardage of concrete for payment, the dimensions used shall be those shown on the plans or ordered by the Engineer. No measurements or other allowances shall be made for forms, falsework, cofferdams, pumping, bracing, expansion joints, or finishing of the concrete. No deductions in yardage shall be made for the volumes of reinforcing steel or embedded items.~~

~~610-4.2 Reinforcing steel shall be measured by the calculated theoretical number of pounds (kg) placed, as shown on the plans, complete in place and accepted. The unit weight used for deformed bars shall be the weight of plain square or round bars of equal nominal size. If so indicated on the plans, the poundage to be paid for shall include the weight of metal pipes and drains, metal conduits and ducts, or similar materials indicated and included.~~

BASIS OF PAYMENT

~~610-5.1 Payment shall be made at the contract unit price per cubic yard (cubic meter) for structural Portland cement concrete and per pound (kg) for reinforcing steel. These prices shall be full compensation for furnishing all materials and for all preparation, delivery and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

~~Payment will be made under:~~

~~Item P-610-5.1 ——— Structural Portland Cement Concrete, per cubic yard (cubic meter)~~

~~Item P-610-5.1 ——— Steel Reinforcement, per pound (kg)~~

Payment for this item shall be distributed in cost of related items.

TESTING REQUIREMENTS

ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C138	Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1064	Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1567	Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregates (Accelerated Mortar-Bar Method)
ASTM E329	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
U.S. Army Corps of Engineers (USACE) Concrete Research Division (CRD) C662	Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials, Lithium Nitrate Admixture and Aggregate (Accelerated Mortar-Bar Method)

MATERIAL REQUIREMENTS

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

620-2.2 Marking materials. Paint shall be waterborne, in accordance with the requirements of paragraph 620-2.2. Paint shall be furnished in Yellow 33538 or 33655, White 37925, Red 31136 or Black 37038 in accordance with Federal Standard No. 595.

a. Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952E, Type I. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

620-2.3 Reflective media. Glass beads shall meet the requirements for Glass Beads, Type I, Gradation A. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Paint Color	Glass Beads, Type I, Gradation A	Glass Beads, Type III	Glass Beads, Type IV
White	See Table 1	See Table 1	See Table 1
Yellow	See Table 1	See Table 1	See Table 1
Red	See Table 1 and Note	Not used	See Table 1 and Note
Pink	See Table 1 and Note	Not used	See Table 1 and Note
Black	Not used	Not used	Not used

Paint Color	Glass Beads, Type I, Gradation A	Glass Beads, Type III	Glass Beads, Type IV
Green	Not used	Not used	Not used

CONSTRUCTION METHODS

620-3.1 Weather limitations. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F (7°C) and rising and the pavement surface temperature is at least 5°F (2.7°C) above the dew point or meets the manufacturer's recommendations. Markings shall not be applied when the pavement temperature is greater than 130°F. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

620-3.3 Preparation of surface. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by waterblasting, or sandblasting or by other methods as required to remove all contaminants minimizing damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials.

At least 24 hours prior to remarking existing markings, loose existing markings must be removed such that 90% of the loose existing markings are removed. After removal, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both.

Prior to the application of any markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the type of marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's surface preparation and application requirements must be submitted and approved by the Engineer prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted. A period of 30 days shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

620-3.6 Test strip. Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons (4 liters) of paint and application of 35 lbs (15.9 kg) of Type I/50 lbs (22.7 kg) of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons (19 liters) of waterborne paint shall cover no more than 575 square feet (53.4 m²).

Table 1. Application Rates For Paint And Glass Beads
(See Note regarding Red and Pink Paint)

Paint Type	Paint Square feet per gallon, ft²/gal (Sq m per liter, m²/l)	Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type III Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type IV Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)
Waterborne Type I or II	115 ft ² /gal max (2.8 m ² /l)	7 lb/gal min (0.85 kg/l)	10 lb/gal min (1.2 kg/l)	--

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

620-3.7 Application--preformed thermoplastic airport pavement markings.

a. Asphalt and Portland cement. To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet (5 m) and a free span between supporting wheels of no less than 18 feet (5.5 m). The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches (50 mm) wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F (2°C) without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.

620-3.8 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting, including reflective media, performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1 Runway and Taxiway Markings per square foot

TESTING REQUIREMENTS

ASTM C371	Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D92	Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D711	Standard Test Method for No-Pick-Up Time of Traffic Paint
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method

ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

MATERIAL REQUIREMENTS

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200 Hazard Communication	
FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
American Association of State Highway and Transportation Officials (AASHTO) M247	Standard Specification for Glass Beads Used in Pavement Markings
FED SPEC TT-P-1952E	Paint, Traffic and Airfield Marking, Waterborne
Commercial Item Description A-A-2886B	Paint, Traffic, Solvent Based
FED STD 595	Colors used in Government Procurement
AC 150/5340-1	Standards for Airport Markings

END OF ITEM P-620

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Part 8 – Fencing

ITEM F-162 CHAIN-LINK FENCE

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by the Engineer.

MATERIALS

162-2.1 FABRIC.

The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of ASTM A392, Class 2.

162-2.2 BARBED WIRE.

Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class 3, Chain Link Fence Grade.

162-2.3 POSTS, RAILS, AND BRACES.

Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

Roll Formed Steel Shapes (C-Sections) shall conform to the requirements of Group IIA, and be galvanized in accordance with the requirements of ASTM F1043, Type A.

Hot-Rolled Shapes (H Beams) shall meet the requirements of Group III, and be galvanized in accordance with the requirements of ASTM F1043, Type A.

Aluminum Pipe shall conform to the requirements of Group IB.

Aluminum Shapes shall conform to the requirements of Group IIB.

Vinyl or polyester coated steel shall conform to the requirements of ASTM F1043, Paragraph 7.3, Optional Supplemental Color Coating.

Composite posts shall conform to the strength requirements of ASTM F1043 or ASTM F1083. The strength loss of composite posts shall not exceed 10% when subjected to 3,600 hours of exposure to light and water in accordance with ASTM G152, ASTM G153, ASTM G154, and ASTM G155.

Posts, rails, and braces furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy or composite.

Posts, rails, and braces, with the exception of galvanized steel conforming to ASTM F1043 or ASTM F1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows:

- External: 1,000 hours with a maximum of 5% red rust.
- Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

162-2.4 GATES.

Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under paragraph 162-2.3. The fabric shall be of the same type material as used in the fence.

162-2.5 WIRE TIES AND TENSION WIRES.

Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824.

All material shall conform to Federal Specification RR-F-191/4.

162-2.6 MISCELLANEOUS FITTINGS AND HARDWARE.

Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.

162-2.7 CONCRETE.

Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi (17 240 kPa).

162-2.8 MARKING.

Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

CONSTRUCTION METHODS

162-3.1 CLEARING FENCE LINE.

All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 5 feet (1.5 m) on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction, unless clearing is listed as a separate bid item for certain portions of the fence. Construction shall be as shown on the plans or as directed by the engineer.

162-3.2 INSTALLING POSTS.

All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

162-3.3 INSTALLING TOP RAILS.

The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

162-3.4 INSTALLING BRACES.

Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.5 INSTALLING FABRIC.

The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one inch (25 mm) or more than 4 inches (100 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less.

162-3.6 ELECTRICAL GROUNDS.

Electrical grounds shall be constructed where a power line passes over the fence and at 500 feet (150 m) intervals. The ground shall be installed directly below the point of crossing. The ground shall be accomplished with a copper clad rod 8 feet (2.4 m) long and a minimum of 5/8 inches (16 mm) in diameter driven vertically until the top is 6 inches (150 mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. The Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, Paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

162-3.7 CLEANING UP.

The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

162-4.1 Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

Any existing fencing damaged by the Contractor's operations beyond the limits shown on the plans (such as at tie-in locations) shall not be measured for payment, but shall be repaired in accordance with this specification, at no additional cost to the Owner.

162-4.2 Gates will be measured as complete units.

BASIS OF PAYMENT

162-5.1 Payment for chain-link fence will be made at the contract unit price per linear foot.

162-5.2 Payment for vehicle or pedestrian gates will be made at the contract unit price for each gate.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item F-162-5.1 6' Chain-Link Security Fence - per linear foot (meter)

~~Item F-162-5.2 20' Manual Security Gate per each~~

MATERIAL REQUIREMENTS

ASTM A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A572	Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A653	Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A824	Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use With Chain Link Fence
ASTM A1011	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High Strength Low Alloy with Improved Formability, and Ultra High Strength
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM B221	Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wire, Profiles and Tubes
ASTM B429	Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube

ASTM F668	Standard Specification for Polyvinyl Chloride(PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric
ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials
FED SPEC RR-F-191/3	Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
FED SPEC RR-F-191/4	Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)
FAA-STD-019	Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

END OF ITEM F-162

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Part 9 – Drainage

Item D-701 Pipe for Storm Drains and Culverts

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below.

701-2.2 Pipe. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements.

ASTM C76 Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

701-2.3 Concrete. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi (13.8 MPa) at 28 days and conform to the requirements of ASTM C94.

701-2.4 Rubber gaskets. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the “RE” closed cell grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477.

701-2.5 Joint mortar. Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

701-2.6 Joint fillers. Poured filler for joints shall conform to the requirements of ASTM D6690.

701-2.7 Plastic gaskets. Plastic gaskets shall conform to the requirements of AASHTO M198 (Type B).

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than

the external diameter of the pipe plus 6 inches (150 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current Federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail. The trench bottom shall be shaped to fully and uniformly support the bottom quadrant of the pipe.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6 inches (150 mm) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The Engineer shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 Bedding. The pipe bedding shall conform to the class specified on the plans. The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe. When no bedding class is specified or detailed on the plans, the requirements for Class C bedding shall apply.

a. Rigid pipe. Class A bedding shall consist of a continuous concrete cradle conforming to the plan details.

Class B bedding shall consist of a bed of granular material having a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extending up around the pipe for a depth of not less than 30% of the pipe's vertical outside diameter. The layer of bedding material shall be shaped to fit the pipe for at least 10% of the pipe's vertical diameter and shall have recesses shaped to receive the bell of bell and spigot pipe. The bedding material shall be sand or select sandy soil with 100% passing a 3/8 inch (9 mm) sieve and not more than 10% passing a No. 200 (0.075 mm) sieve.

Class C bedding shall consist of bedding the pipe in its natural foundation material to a depth of not less than 10% of the pipe's vertical outside diameter. The bed shall be shaped to fit the pipe and shall have recesses shaped to receive the bell of bell and spigot pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	mm	inch	mm
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. PVC, polyethylene, and polypropylene pipe. For PVC, polyethylene, and polypropylene pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 Laying pipe. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) Portland cement mortar, (2) Portland cement grout, (3) rubber gaskets, (4) plastic gaskets, or (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. The method of joining pipe sections shall be so the ends are fully entered and the inner surfaces are reasonably flush and even. Joints shall be thoroughly wetted before applying mortar or grout.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, polyethylene and polypropylene pipe. Joints for PVC, Polyethylene, and Polypropylene pipe shall conform to the requirements of ASTM D3212 when water tight joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

701-3.5 Backfilling. Pipes shall be inspected before any backfill is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense.

Material for backfill shall be fine, readily compatible soil, granular material selected from the excavation or a source of the Contractor's choosing. It shall not contain frozen lumps, stones that would be retained

on a 2 in (50.0 mm) sieve, chunks of highly plastic clay, or other objectionable material. No less than 95 percent of a granular backfill material shall pass through a 1/2 in (12 mm) sieve, and no less than 95 percent of it shall be retained on a No. 4 (4.75 mm) sieve.

When the top of the pipe is even with or below the top of the trench, the backfill shall be compacted in layers not exceeding 6 in (150 mm) on both sides of the pipe and shall be brought up 1 ft (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Care shall be exercised to thoroughly compact the backfill material under the haunches of the pipe. Material shall be brought up evenly on both sides of the pipe.

When the top of the pipe is above the top of the trench, the backfill shall be compacted in layers not exceeding 6 in (150 mm) and shall be brought up evenly on both sides of the pipe to 1 ft (30 cm) above the top of the pipe. The width of backfill on each side of the pipe for the portion above the top of the trench shall be equal to twice the pipe's diameter or 12 ft (3.5 m), whichever is less.

For PVC and polyethylene pipe, the backfill shall be placed in two stages; first to the top of the pipe and then at least 12 in (300 mm) over the top of the pipe. The backfill material shall meet the requirements of paragraph 701-3.2c.

All backfill shall be compacted to the density required under Item P-152.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and approved. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types and size shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

701-4.2 The volume of concrete for pipe cradles shall be the number of cubic yards (cubic meters) of concrete that is completed in place and accepted.

701-4.3 The volume of rock shall be the number of cubic yards (cubic meters) of rock excavated. No payment shall be made for the cushion material placed for the bed of the pipe.

BASIS OF PAYMENT

701-5.1 Payment will be made at the contract unit price per linear foot (meter) for each kind of pipe of the type and size designated; at the contract unit price per cubic yard (cubic meter) of concrete for pipe cradles; and at the contract unit price per cubic yard (cubic meter) for rock excavation.

These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item 701-5.1 18" ASTM C-76, Class III RCP per linear foot

Item 701-5.2 18" ASTM C-76, Class III, RC, ARCH per linear foot

MATERIAL REQUIREMENTS

ASTM C 14	Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C 76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C 150	Portland Cement
ASTM C 443	Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM C 506	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C 507	Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C 655	Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C 1433	Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers
ASTM D 1056	Flexible Cellular Materials-Sponge or Expanded Rubber
ASTM D 3034	Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 6690	Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 794	Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter
ASTM F 894	Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe

END OF ITEM D-701

Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the Engineer.

MATERIALS

~~**751-2.1 Brick.** The brick shall conform to the requirements of ASTM C 32, Grade SM.~~

~~**751-2.2 Mortar.** Mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144.~~

751-2.3 Concrete. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

~~**751-2.4 Precast concrete pipe manhole rings.** Precast concrete pipe manhole rings shall conform to the requirements of ASTM C 478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 in (90 cm) nor more than 48 in (120 cm).~~

~~**751-2.5 Corrugated Metal.** Corrugated metal shall conform to the requirements of AASHTO M 36.~~

751-2.6 Frames, covers, and grates. The castings shall conform to one of the following requirements:

- | | | |
|----|------------------------------|--|
| a. | ASTM A 48, Class 30B and 35B | Gray iron castings |
| b. | ASTM A 47 | Malleable iron castings |
| c. | ASTM A 27 | Steel castings |
| d. | ASTM A 283, Grade D | Structural steel for grates and frames |
| e. | ASTM A 536 | Ductile iron castings |
| f. | ASTM A 897 | Austempered ductile iron castings |

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A 123.

~~**751-2.7 Steps.** The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of bituminous paint, when directed.~~

~~**701-2.1** Materials shall meet the requirements shown on the plans and specified below.~~

751-2.8 Precast inlet structures. Manufactured in accordance with and conforming to ASTM C1433.

CONSTRUCTION METHODS

751-3.1 Unclassified excavation.

a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the Engineer may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the Engineer. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the Engineer. No concrete or reinforcing steel shall be placed until the Engineer has approved the depth of the excavation and the character of the foundation material.

751-3.2 BRICK STRUCTURES.

a. Foundations. ~~A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.~~

b. Laying Brick. ~~All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and relaid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers~~

c. Joints. All joints shall be slushed with mortar at every course, but slushing alone will not be considered adequate for making an acceptable joint. Exterior faces shall be laid up in advance of backing. Exterior faces shall be back plastered or pargeted with a coat of mortar not less than 3/8 in (9 mm) thick before the backing is laid up. Prior to pargeting, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 in (6 mm) nor more than 1/2 in (12 mm) wide and whatever width is adopted shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing down with water and, if necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of clean fresh water.

f. Curing and Cold Weather Protection. In hot or dry weather, or when directed by the Engineer, the brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost in the brick or when the air temperature is below 50 F (10 C) unless the Contractor has on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60 F (15 C) for the duration of the curing period.

751-3.3 Concrete structures. Concrete structures shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

751-3.4 Precast concrete structures. Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall be smoothed to a uniform surface on both interior and exterior of the structure. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal steps that are embedded or built into the side walls shall be aligned and placed at vertical intervals of 12 inches (300 mm). When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 CORRUGATED METAL STRUCTURES. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. The structures shall be prefabricated. Standard or special fittings shall be furnished to provide pipe connections or branches of correct dimensions. The connections or branches shall be of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. When indicated, the structures shall be placed on a reinforced concrete base. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to which can be fastened a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans.

751-3.6 Inlet and outlet pipes. Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

751-3.7 Placement and treatment of castings, frames, and fittings. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the Engineer, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the Engineer. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

~~**751-3.8 INSTALLATION OF STEPS.** The steps shall be installed as indicated on the plans or as directed by the Engineer. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is poured. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least 7 days. After this period has elapsed, the steps shall be cleaned and painted, unless they have been galvanized.~~

~~When steps are required with precast concrete pipe structures, they shall be cast into the sides of the pipe at the time the pipe sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.~~

~~When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 in (300 mm).~~

~~In lieu of steps, prefabricated ladders may be installed. In the case of brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. In the case of metal structures, the ladder shall be secured by welding the top support and grouting the bottom support into drilled holes in the foundation or as directed.~~

751-3.9 Backfilling.

a. After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the Engineer.

b. Backfill shall not be placed against any structure until approved by the Engineer. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

751-3.10 Cleaning and restoration of site. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the Engineer. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

~~Item D-751-5.1 Manholes – per each~~

~~Item D-751-5.2 Catch Basins – per each~~

Item D-751-5.3 Inlets - per each

~~Item D-751-5.4 Inspection Holes – per each~~

~~Item D-751-5.5 Precast Safety End Treatment – per each~~

MATERIAL REQUIREMENT

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers

END OF ITEM D-751

Item D-754 Concrete Gutters, Ditches, and Flumes

DESCRIPTION

754-1.1 This item shall consist of Portland cement concrete gutters, ditches, and flumes constructed in accordance with these specifications at the specified locations in accordance with the dimensions, lines, and grades as shown on the plans.

MATERIALS

754-2.1 Concrete. Plain and reinforced concrete shall meet the requirements of Item P-610.

754-2.2 Joints. Joint filler materials and premolded joint material shall conform to Item P-610.

CONSTRUCTION METHODS

754-3.1 Preparing subgrade. Excavation shall be made to the required width and depth, and the subgrade upon which the item is to be built shall be compacted to a firm uniform grade. All soft and unsuitable material shall be removed and replaced with suitable approved material. When required, a layer of approved granular material, compacted to the thickness indicated on the plans, shall be placed to form a subbase. The underlying course shall be checked and accepted by the Engineer before placing and spreading operations are started.

754-3.2 Placing. The forms and the mixing, placing, finishing, and curing of concrete shall conform to the requirements of Item P-610 and the following requirements.

The concrete shall be tamped until it is consolidated and mortar covers the top surface. The surface of the concrete shall be floated smooth and the edges rounded to the radii shown on the plans. Before the concrete is given the final finishing, the surface shall be tested with a 12-foot (3.7-m) straightedge, and any irregularities of more than 1/4 inch (6 mm) in 12-foot (3.7-m) shall be eliminated.

The concrete shall be placed with dummy-grooved joints not to exceed 25 feet (7.5 m) apart and no section shall be less than 4 feet (1.2 m) long.

Expansion joints of the type called for in the plans shall be constructed to replace dummy groove joints at spacings of approximately 100 feet (30 m). When the gutter is placed next to concrete pavement, expansion joints in the gutter shall be located opposite expansion joints in the pavement. When a gutter abuts a pavement or other structure, an expansion joint shall be placed between the gutter and the other structure.

Forms shall not be removed within 24 hours after the concrete has been placed. Minor defects shall be repaired with mortar containing one (1) part cement and two (2) parts fine aggregate.

Depositing, compacting, and finishing the item shall be conducted to build a satisfactory structure. If any section of concrete is found to be porous, or is otherwise defective, it shall be removed and replaced by the Contractor without additional compensation.

754-3.3 Backfilling. After the concrete has set sufficiently, the spaces adjacent to the structure shall be refilled to the required elevation with material specified on the plans and compacted by mechanical equipment to at least 90% of the maximum density as determined by ASTM D698. The in-place density shall be determined in accordance with ASTM D1556.

754-3.4 Cleaning and restoration of site. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as ordered by the Engineer. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear and in good condition.

Performance of the work described in this section shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for the structure.

METHOD OF MEASUREMENT

754-4.1 Concrete shall be measured by the cubic yard (cubic meter) in accordance with the dimensions shown on the plans or ordered by the Engineer, including reinforcements. No deductions shall be made for the volume occupied by reinforcing steel, anchors, conduits, weep holes, or piling.

BASIS OF PAYMENT

754-5.1 The accepted quantities of structural concrete including reinforcement will be paid for at the contract unit price per cubic yard (cubic meter) complete in place.

Payment will be made under:

Item D-754-5.1 Concrete Ditches - per cubic yard (cubic meter)

TESTING REQUIREMENTS

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

END OF ITEM D-754

Part 10 – Turfing

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding and **fertilizing** the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows: **as per TxDOT Standard Specification.**

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb./acre (or lb./1,000 S.F.)
*	*	*	*

Seeding shall be performed during the period between **March** and **September** inclusive, unless otherwise approved by the Engineer.

901-2.2 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at

~~least 10% of magnesium oxide. Lime shall be applied at the rate of []. All liming materials shall conform to the requirements of ASTM C 602.~~

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be **13-13-13** commercial fertilizer and shall be spread at the rate of **1000 pounds per acre**.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

~~**a. Liming.** Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 in (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.~~

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing, and the fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The

Contractor shall identify to the Engineer all sources of water at least two (2) weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units 1,000 square feet measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1 Seeding - per Acre

MATERIAL REQUIREMENTS

ASTM C602 Standard Specification for Agricultural Liming Materials

ASTM D977 Standard Specification for Emulsified Asphalt

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

END OF ITEM T-901

Item T-905 Topsoiling

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

MATERIALS

905-2.1 Topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches (50 mm) or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (0.075 mm) sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 Inspection and tests. Within 10 days following acceptance of the bid, the Engineer shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 General. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the Engineer before the various operations are started.

905-3.2 Preparing the ground surface. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Engineer, to a minimum depth of 2 inches (50 mm) to facilitate bonding of the topsoil to the covered

subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 Obtaining topsoil. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the Engineer. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the Engineer. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the Engineer. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoiling purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 Placing topsoil. The topsoil shall be evenly spread on the prepared areas to a uniform depth of inches (50 mm) after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turving operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches (50 mm) or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Engineer. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 Topsoil obtained on the site shall be measured by the number of square yards of topsoil measured in its original position and stripped or excavated.

~~905-4.2 Topsoil obtained off the site shall be measured by the number of square yards of topsoil measured in its original position and stripped or excavated.~~

BASIS OF PAYMENT

~~905-5.1~~ Payment will be made at the contract unit price per square yard for topsoiling (obtained on the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

~~905-5.2~~ Payment will be made at the contract unit price per square yard for topsoiling (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

~~Item T-905-5.1~~ ——— ~~Topsoiling (Obtained on Site)~~ per square yard

Item T-905-5.2 Topsoiling (Furnished from Off the Site) - per square yard

TESTING MATERIALS

ASTM C117 Materials Finer than 75 μ m (No. 200) Sieve in Mineral Aggregates by Washing

END OF ITEM T-905

Part 12 – Special

ITEM S-002 STORMWATER POLLUTION PREVENTION PLAN (SWP3)

DESCRIPTION

S-002-1.1 The Contractor shall provide a project Stormwater Pollution Prevention Plan (SWP3) Document as directed in the plans and specifications and in accordance with Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor shall bear sole responsibility for the SWP3 provisions of this contract as well as bear sole responsibility for the development, implementation, and maintenance of the SWP3, best management practices (BMPs), and facilities utilized to meet TPDES GP TXR150000. The SWP3 and Notice of Intent (NOI) shall be completed prior to beginning any work or stockpiling of any materials.

SUBMITTALS

S-002-2.1 For projects with soil disturbance of less than an acre, no submittal to TCEQ shall be required but the Contractor shall follow the erosion control operations as indicated in the plans and specifications. For projects with soil disturbance of one acre to less than five acres, a Small Site Notice shall be submitted to TCEQ and shall be posted at site once approved. For projects with soil disturbance of five acres or more, a Notice of Intent and Large Site Notice shall be submitted to TCEQ and shall be posted at site once approved.

S-002-2.2 Notice of Intent (NOI). The Contractor shall submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to initiation of work at the project site. At the time of the submittal to the TCEQ, the Engineer shall be given a copy of the NOI. The Contractor shall post the NOI at the project site as required by the TPDES GP TXR150000.

S-002-2.3 Notice of Change (NOC). The Contractor shall submit a NOC, if applicable, letter to the TCEQ within 14 days of discovery of a change/revision to the NOI. The Contractor shall submit a signed copy of the NOC to the Engineer at the time of submittal.

S-002-2.4 Notice of Termination (NOT). The Contractor shall submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. The Contractor shall provide a signed copy of the NOT to the Engineer at the time of submittal.

EMPLOYEE QUALIFICATIONS AND REQUIREMENTS

S-002-3.1 Contractor Superintendent Qualifications and Responsibilities. The Contractor shall provide a superintendent that is competent and has experience with and knowledge of stormwater management and is knowledgeable of the requirements and the conditions of the TPDES GP TXR150000. The superintendent shall be responsible for managing and overseeing the day to day operations/activities at the project site; working with the Contractor Responsible Person Environmental (CRPe) to provide effective Stormwater Management at the project site; representing and acting on-behalf of the Contractor; and attend the Preconstruction Conference for the project. The Contractor and CRPe may be the same person.

S-002-3.2 CRPe Qualifications and Responsibilities. The Contractor shall provide a CRPe who has overall responsibility for the project's stormwater management. The CRPe shall oversee and observe stormwater control measure monitoring and management of the entire project site. The CRPe shall monitor the entire project site daily to ensure compliance with the TPDES GP TXR150000 and the SWP3 document. The CRPe shall document and provide monitoring reports to the Engineer within 48 hours. If necessary, the CRPe shall provide recommendations to the Engineer to improve effectiveness of control measures. Records of all Monitoring Reports shall be maintained at the project site field office.

CONSTRUCTION

S-002-4.1 Responsibilities.

- a. **Operator.** The Contractor is an operator under the TPDES GP TXR150000 and responsible for Part III, Section B.2. Primary Operators with Day-to-Day Operational Control, of the TPDES GP TXR150000.
 1. Implementation of Design.
 2. Maintenance of Field Devices.
 3. Directing Contractor Employees and Communicating Requirements and Changes to Subcontractors.
 4. Meeting the CGP as Primary Operator with Day to Day Operational Control.
 5. For Design, Implementation, Maintenance of Project Specific Locations.
 6. Notifying the Engineer of Changes Needed for the SWP3.
 7. Maintenance of the SWP3 Document.
- b. **Stormwater Management.** The Contractor shall implement the SWP3 for the project site in accordance with TPDES GP TXR150000. The Contractor shall coordinate stormwater management with all other work on the project. The Contractor shall prevent or reduce water pollution from stormwater associated with construction activities from entering any surface water or property on or adjacent to the project site.

S-002-4.2 Implementation. At the Preconstruction Conference, the Contractor shall designate in writing a CRPe to be the representative of the Contractor for the project's stormwater management. The CRPe shall be responsible for implementing the SWP3 and taking or directing corrective measures to remedy deficiencies in installation and maintenance of pollution BMPs. The CRPe must be accessible by phone, and able to direct and respond to stormwater management emergencies 24 hours per day.

- a. **Commencement.** The Contractor shall follow the SWP3 and install erosion control measures as shown in the plans, as directed by the Engineer, or as needed by the Contractor after receiving prior approval from the Engineer. The Contractor shall install control measures as indicated in the plans and specifications, and according to manufacturers' guidelines. The Contractor shall not make changes to the location of any control measure or implement any other changes to the SWP3 without the approval of the Engineer. Minor adjustments to meet field conditions are allowed but should be noted in the SWP3 document. The Contractor shall submit Contractor-proposed recommendations to improve effectiveness of control measures to the Engineer for approval. Changes must conform to guidelines established in the TPDES GP TXR150000.
- b. **Phasing.** In new phases of the project, prior to the commencement of construction activities that result in soil disturbance, the Contractor shall implement control measures. The Contractor shall phase and minimize the soil disturbance to the area shown on the plans throughout each phase. The Contractor shall coordinate temporary control measures with permanent control measures and all other work on the project to assure economical, effective, safe, continuous water pollution prevention. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Clearing and grubbing operations shall be scheduled and performed so that grading operations and stabilization measures shall follow immediately thereafter if the

project conditions permit. All grading sections shall be brought to final grade as soon as possible, and all temporary and permanent erosion prevention and sediment control measures shall be implemented at the earliest reasonable time. The Contractor shall employ temporary stabilization measures when required. Under no circumstances shall the Contractor prolong final grading and shaping so that the entire project can be permanently seeded at one time. The Contractor shall preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

S-002-4.3 General.

- a. Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed as long as control measures are restored within the same working day.
- b. Stabilization.** The Contractor shall stabilize disturbed areas where construction activities shall be stopped (temporarily or permanently) within 14 calendar days in accordance with the TPDES GP TXR150000. Utilize the establishment of uniform vegetative cover or other stabilization practice in accordance with the TPDES GP TXR150000 to meet this requirement.
- c. Finished Work.** Upon the Engineer's acceptance of vegetative cover or other final stabilization practice, the Contractor shall remove and dispose of all temporary control measures, unless otherwise directed by the Engineer. The project shall not be accepted until all soil disturbing activities are completed and a uniform perennial vegetative cover with a 70% density of existing adjacent undisturbed areas is obtained as described in the TPDES GP TXR150000. An exception shall be allowed in arid areas as defined in the TPDES GP TXR150000.
- d. Restricted Activities and Required Precautions.** The Contractor shall not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, and any other petroleum products. The Contractor shall operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. The Contractor shall manage, control and dispose of litter on site such that no adverse impacts to water quality occur. The Contractor shall prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Washing out of concrete trucks shall not be allowed on the project site. The Contractor shall utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). The Contractor shall prevent discharges that would contribute to a violation of Edwards Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

S-002-4.4 Installation, Maintenance, and Removal Work. The Contractor shall perform work in accordance with the SWP3 as provided in the plans and specifications and the TPDES GP TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer. The Contractor shall maintain effective control measures, and correct or replace ineffective control measures within 2 days of discovery of the deficiency unless documented "Too Wet". If a correction is deemed critical by the Engineer, immediate action is required.

If, in the opinion of the Engineer, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Engineer shall further limit the disturbed area to that which the Contractor is able to control.

The Contractor shall remove devices upon approval or when directed by the Engineer. Upon removal, the Contractor shall finish-grade and dress the area. The Contractor shall stabilize disturbed areas in accordance with the permit, and as shown on the plans or as directed by the Engineer.

S-002-4.5 Records and Documentation.

- a. Monitoring.** The CRPe shall monitor the control measures on a daily basis at the project site. Monitoring shall consist of, but is not limited to, observing and inspecting site locations with control measures and discharge points by walking or other means to provide maintenance and inspection of controls as described in the SWP3. The Contractor shall keep written records of daily monitoring. The Contractor shall document in the daily monitoring report the control measure condition, the date, required corrective actions, responsible person for making the correction, if a corrective action was made note the date completed. The Contractor shall maintain records of all monitoring reports at the project site.
- b. SWP3 Document.** The SW3P Document shall be kept separately from other documents by the Contractor in a 3 ring binder labeled and tabbed by sections in the format and order described in the SWP3 Document Table of Contents shown in the plans. The Contractor shall update SWP3 documentation promptly and continually with current information. SWP3 documentation examples are, but not limited to, roles and responsibilities, project specific locations, material storage locations, monitoring reports, BMP placement, maintenance and changes, etc.

The Contractor shall provide the Engineer with an initial updated copy of the SWP3 Document at the Preconstruction Conference.

The Contractor shall maintain the SW3P document by updating sheets and drawings as changes occur. The Contractor shall provide the Engineer copies of the updated sheets on a weekly basis.

The SWP3 Document shall have a Table of Contents and structured per the following:

TABLE OF CONTENT for SWP3 Document

- Section I. Responsibilities of Operators**
 - A. Control over Construction Plans and Specifications**
 - 1. Certification Statement
 - B. Contractor Day-to-Day Operational Control**
 - 1. Certification Statement
- Section II. Project Description**
 - A. General Location Map**
 - B. Site Description**
 - C. Description and Schedule or Sequence of Soil Disturbing Activities**
 - D. Acreage, Material Storage, and Soil Types**
 - E. Site Description(s) for Support Facilities**

- F. Site Description(s) for Receiving Waters
- G. Location of Concrete Truck Washout Areas

Section III. Best Management Practices (BMPs)

- A. Erosion Controls and Sediment Controls and Stabilization Practices/Detailed Site Map
- B. Off-Site Transfer of Pollutant Controls/Good Housekeeping Practices
- C. Soil Disturbance Activities
 - 1. Dates when soil disturbance activities will occur.
 - 2. Dates when construction activity will temporarily or permanently cease on the site.
 - 3. Dates when stabilization measures are initiated.
- D. Stabilization Practices
- E. Structural Control Practices
- F. Permanent Stormwater Controls
- G. Other Stormwater Controls

Section IV. Inspection/Oversight

- A. Names and Qualifications of Project Inspectors
- B. Inspector Qualification Statement Form

Section V. Environmental Permits, Issues & Commitment (EPIC) Sheet

Section VI. TPDES General Permit TXR 150000 (CGP)

Section VII. Small Site Notice/Large Site Notice/Notice of Intent (NOI)/Project Specific Locations (PSL's)

Section VIII. Nationwide Permit(s) (CORP)

Section IX. Weekly Inspection Form

Section X. Contractor Daily Monitoring Log

Section XI. Temporary Erosion, Sediment & Water Pollution Standard Devices Drawings

Section XII. Stormwater Pollution Prevention Plan (SWP3) Sheet

Section XIII. Project Specific Locations

METHOD OF MEASUREMENT

S-002-5.1 No measurement for work performed under this item.

BASIS OF PAYMENT

S-002-6.1 Payment for this work shall be considered incidental to construction and shall be included among related pay items.

END OF ITEM S-002

Item S-005

Geotextile Fabric

DESCRIPTION

S-005.1 This work consists of furnishing and placing geotextile fabric in accordance with Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, Section 203, and in conformance with the details shown on the plans.

MATERIALS

S-005.2 The geotextile fabric shall comply with Section 1019 of Louisiana Standard Specifications for Roads and Bridges, 2006 Edition.

CONSTRUCTION METHODS

S-005.3 Rolls of geotextile fabric shall be kept covered and protected from ultraviolet degradation at all times until use. Geotextile fabric that has been installed shall be covered with embankment within 7 calendar days. When ultra violet damage occurs, the geotextile fabric shall be removed and replaced. The geotextile fabric shall be placed at locations shown on the plans or as directed. Adjacent rolls of geotextile fabric will be overlapped or sewn. When rolls are overlapped, the overlap shall be a minimum of 18 inches, or as specified in the plans, including ends of the rolls. The top layer of the geotextile fabric shall be parallel with adjacent rolls and in the direction of embankment placement. When rolls are sewn, the contractor shall join adjacent rolls by sewing with polyester or Kevlar thread. Field sewing shall employ the “J” seam or “Butterfly” seam with the two pieces of geotextile fabric mated together, turned in order to sew through 4 layers of fabric and sewn in 2 rows of Type 401, two-thread chain stitch. Factory seams other than specified may be submitted to the Materials and Testing section for approval. Where ground is covered with water or soil is saturated, sewing of the geotextile fabric will be required. The geotextile fabric shall be placed as smooth as possible with no wrinkles or folds. Damage geotextile fabric shall be either removed and replaced with new geotextile fabric or covered with a second layer of geotextile fabric extending 2 feet in each direction from the damaged area.

BASIS OF PAYMENT

S-005.4 Payment for the accepted quantities will be made at the contract unit prices which includes furnishing the equipment, labor and materials necessary to compete the item.

Payment will be made under:

ITEM NO.	PAY ITEM	PAY UNIT
S-005.1	Geotextile Fabric	SY

END-OF-ITEM S-005

Item S-006

Erosion Control Matting

DESCRIPTION

S-006.1 This work consists of furnishing materials and performing all work necessary to install erosion control matting on ditches or slopes as shown on the plans, in accordance with Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, Section 720.

MATERIALS

S-006.2 The erosion control matting shall consist of a mechanical produced mat of curled wood fibers with consistent thickness and fiber evenly distributed over the entire area of the matting. The top side of the matting shall be covered with a degradable extruded plastic mesh. Reinforcing stitching of the plastic mesh shall be provided. Products shall conform to section 720, from an approved source listed in the QPL.

INSTALLATION EQUIPMENT

S-006.4 All equipment necessary to properly install and maintain the erosion control matting until acceptable vegetative growth has occurred shall be furnished and maintained by the Contractor.

EXECUTION

S-006.5 Erosion control matting shall be placed in the areas designated on the drawings or as directed by the Project Engineer.

CONSTRUCTION METHODS

S-006.6 The area to be covered shall be properly prepared, fertilized, and seeded before the matting is placed. In ditches, blankets shall be unrolled in the direction of the flow of water. The end of the upstream matting shall overlap the buried end of the downstream matting a maximum of 8 inches and a minimum of 4 inches, forming a junction slot. The function shall be stapled across at 8 inch intervals. Longitudinal junction of mats shall have a minimum overlap of 2 inches and stapled at intervals no greater than 18 inches apart.

On short banks, the matting may be rolled out horizontally or vertically, whichever is more convenient. On long or steep slopes, the matting shall be rolled downslope vertically to prevent sloughing.

Staples shall be applied in accordance with manufacturers pattern recommendation but at no greater spacing than 12 feet apart.

The contractor shall maintain the matting until all work on the contract has been completed and accepted. Maintenance shall consist of the repair of areas where damaged by any cause. All damaged areas shall be repaired, re-fertilized, reseeded and re-mulched as directed by the Project Engineer.

MEASUREMENT

S-006.7 The erosion control matting will be the design quantities as shown on the drawings.

PAYMENT

S-006.8 Payment will be made under:

ITEM NO.	PAY ITEM	PAY UNIT
S-006.1	Erosion Control Matting	SY

END OF ITEM S-006

ITEM S-13 INSTALLATION OF RUNWAY AND TAXIWAY RETROREFLECTIVE MARKERS

DESCRIPTION

S-13-1.1 This item shall consist of runway and taxiway retroreflective markers furnished and installed in accordance with this specification at the locations and in conformity with the dimensions, design, and details shown on the plans. This item shall include the furnishing of all labor, materials, equipment and incidentals necessary to install the markers as completed units to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

S-13-2.1 GENERAL.

- a. Airport lighting equipment and materials covered by the FAA specifications shall have the prior approval of the Federal Aviation Administration, Airports Service, Washington, D.C. 20591, and shall be listed in Advisory Circular 150/5345-1, Approved Airport Lighting Equipment.
- b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through the manufacturer's certification of compliance with the applicable specifications.
- c. All materials and equipment for which no reference specification has been shown shall be of the highest commercial quality available.

S-13-2.2 RETROREFLECTIVE MARKERS. Retroreflective markers shall conform to FAA Specification L-853, "Runway and Taxiway Retroreflective Markers" and shall be of the type and color(s) shown on the plans.

S-13-2.3 ADHESIVE. The adhesive used to secure the markers to the pavement shall be a two-part epoxy sealant furnished with the markers.

S-13-2.4 TEMPLATE. A template shall be provided to assure that the thickness of the adhesive between the bottom of the marker and the pavement is in accordance with the installation details in paragraph S-13-3.4. The template shall be furnished by the manufacturer of the marker unless otherwise approved by the Engineer. The use of any template other than that furnished by the manufacturer shall be approved by the Engineer prior to its use.

CONSTRUCTION METHODS

S-13-3.1 GENERAL. The markers shall be installed at the approximate locations shown on the plans. The exact locations shall be as directed by the Engineer.

S-13-3.2 PAVEMENT PREPARATION. The pavement shall be dry and free of any oil, grease, dirt, loose particles or other materials which might adversely affect the bonding of the adhesive to the pavement surface. All pavement surfaces on which the markers are to be placed shall be cleaned of any loose materials or dirt by the use of brooms or power blowers prior to the placing of the adhesive.

S-13-3.3 ADHESIVE. The adhesive shall be furnished with the markers and shall be mixed in strict

accordance with the manufacturer's instructions. Any adhesive mixture which becomes too viscous to extrude freely at the edges of the marker shall be discarded.

S-13-3.4 MARKER PLACEMENT. The pavement area on which the marker is to be placed shall be covered with a sufficient quantity of the adhesive, using the template furnished by the manufacturer or fabricated by the Contractor. Any irregularities in the pavement surface shall be filled with the adhesive. Any voids in the adhesive shall be eliminated by applying pressure on the marker until it is in firm contact with the pavement. Prior to applying pressure, the thickness of the adhesive shall be between 1/16 and 1/8 inch, which is determined by the template furnished by the manufacturer or fabricated by the Contractor. After the marker is in its final position, any excess adhesive shall be removed and the reflective faces cleaned in accordance with the manufacturer's instructions.

S-13-3.5 INSPECTION. The completed installation shall be inspected at night using a light source approved by the engineer.

METHOD OF MEASUREMENT

S-13-4.1 The quantity of retroreflective markers to be paid for under this item shall be the number of each type and color installed as completed units in place, ready for service and accepted by the Engineer.

BASIS OF PAYMENT

S-13-5.1 Payment shall be made at the unit price bid for each retroreflective marker installed in place and accepted by the Engineer. This price shall be full compensation for furnishing all materials; for all preparation, assembly and installation of these materials; and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment shall be made under:

Item S-13-5.1	Taxiway Centerline Retroreflective Markers (Green)	Per each
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END OF ITEM S-13

ITEM S-33 WATER SYSTEMS

DESCRIPTION

S-33-1.1 This item covers the furnishing and installation of pipe and fittings for water lines including, supply lines, potable water distribution lines, fire hydrants, fittings, and appurtenances.

EQUIPMENT AND MATERIALS

S-33-2.1 DELIVERY, STORAGE, AND HANDLING.

- a. Deliver, store, and handle products under provisions of Division 100 – General Provisions.
- b. Each load of pipe delivered to the job site shall be inspected by the Engineer.
 - (1) Pipe transported without adequate protection shall be rejected and removed immediately from the job site.
 - (2) Inadequate wall thickness or tolerances greater than specified: Randomly selected samples of the pipe shall be forwarded immediately to an approved testing laboratory with instructions to check the pipe for compliance with applicable product standards, ASTM Specifications, and other applicable specifications.
 - (3) If the testing laboratory reports concur that the pipe does not meet specifications, the defective pipe shall be removed immediately from the job site by the Contractor.
 - (4) If defective, all costs for shipping of samples, laboratory testing, removal of defective pipe, and replacement pipe shall be the sole responsibility of the Contractor.
 - (5) Pipes with excessive “pitting”, cracks, mold scares and/or other surface defects may be rejected by the Engineer at his discretion. The Contractor and supplier shall remove the pipe from the project site and shall replace the material at no additional cost to the Owner.

S-33-2.2 PIPE. PVC Water Pipe - Pressure Class: AWWA C900

- a. DR 18 - Pressure Class 150.
- b. All pipe shall bear NSF Seal of Approval.
- c. Joints shall be integral bell with flexible elastomeric seal.

S-33-2.3 FIRE HYDRANTS. N/A

S-33-2.4 FITTINGS. Buried Fittings

- a. Ductile iron, AWWA C110 (non-compact) or AWWA C153 (compact).
- b. Cement lined interior, AWWA C104.
- c. Exterior shall be bituminous coated, AWWA C110.
- d. Fittings shall be push-on, mechanical joint or flanged as shown.
- e. Working pressure rated to 350 psi.

S-33-2.5 COUPLINGS.

- a. Supply couplings with a steel center band, steel gland rings, gaskets and bolts.
- b. Couplings shall be rated for 1.25 times the maximum operating pressure of line connected.
- c. All couplings near bends, fittings, or valves shall be restrained with Engineer approved mechanical restraint system.

S-33-2.6 BOLTS AND GASKETS.

- a. Gaskets shall be 1/16-inch cloth insert, red rubber, full face.
- b. Bolts shall be in accordance with the following:
 - (1) Non-Pressure Applications: ASTM A307A.
 - (2) Pressure Applications: ASTM A307B.
 - (3) Submerged/Splashed: 316 stainless steel.

S-33-2.7 PIPE SUPPORTS. N/A.

S-33-2.8 TRACER WIRE. A continuous 12 gauge solid insulated copper wire shall be installed along with all PVC water pipe to assist in locating the line following installation. Tracer wire splices shall utilize a direct bury splice kit. Wires should be tied together at splices to prevent pulling the splices apart. The tracer wire should stubup near valves, but should not be installed in the valve box. The distance between stubups should not exceed 2,000 feet. Color shall be in accordance with the American Public Works Association color code.

CONSTRUCTION METHODS

S-33-3.1 PIPE INSTALLATION.

- a. **Pipe Bedding and Backfill.** Prior to installing the pipe, an aggregate bed shall be installed as shown on the plans. Payment for bedding shall be subsidiary to structure costs.
- b. **Placing and Laying.**
 - (1) Bury water lines as shown.
 - (2) Intersecting lines shall be joined by an appropriate fitting.
 - (3) Install pipe sleeves where seamless steel piping passes through concrete walls.

S-33-3.2 JOINTS.

- a. Install mechanical joints in accordance with manufacturer's recommendations.
- b. Make push-on joints in accordance with manufacturer's recommendations.
- c. Install solvent weld joints in accordance with ASTM D 2855.
- d. Joint lubricant shall be as recommended by the pipe manufacturer.

- e. Install joints in the field by cleaning all joint surfaces and gaskets with soapy water, tighten bolts alternately, evenly and to the specified torques. Extension wrenches shall not be used to secure greater leverage. Install electrical bonding or insulation during manufacture of joints.
- f. Complete installation of pipe and appurtenances as set forth in AWWA C600 and as specified.

S-33-3.3 ANCHORAGE OF FITTINGS - THRUST BLOCK. Pipe fittings shall be blocked with Class B concrete thrust blocks as necessary and as shown on the plans. Place blocks so that the joints will be accessible for inspection and repair. Joints shall be wrapped in plastic prior to placing concrete.

S-33-3.4 HYDROSTATIC TESTING.

- a. Complete hydrostatic testing as set forth in AWWA C600 and as specified.
- b. Testing shall be completed for each subsection of pipeline between main line valves. The test pressure and allowable leakage shall be calculated based on each subsection of the pipeline between the main line valves.
- c. Once the subsections have passed the hydrostatic testing, the entire pipeline shall be hydrostatically tested. The test pressure and allowable leakage shall be calculated based on the entire pipeline.
- d. Refer to AWWA C600 for additional testing procedures and allowable leakage calculations.

S-33-3.5 DISINFECTION OF WATER DISTRIBUTION SYSTEM.

- a. Perform disinfection in accordance with AWWA C651.
- b. Chemicals: AWWA B300, Hypochlorite.
- c. Maintain disinfectant in system for 24 hours.
- d. Provide certificate of compliance from Texas Department of Health indicating approval of water system.

S-33-3.6 PIPE ABANDONMENT.

Water mains designated for abandonment on the drawings, shall be abandoned in place by cutting and plugging the pipe ends at locations shown on the plans. This includes completely draining the entire water main, cutting and installing water tight plugs at the disconnected water source. Unless otherwise indicated on the drawings, pumped grouting of the entire length of abandoned water mains is not required. Abandonment of water mains is considered subsidiary to the project.

METHOD OF MEASUREMENT

S-33-4.1 Measurement for waterlines shall be per the linear foot. Fittings and other related appurtenances shall be considered subsidiary to the item and shall not be measured for payment. Hydrostatic testing and disinfection shall be considered subsidiary to the item and shall not be measured for payment.

BASIS OF PAYMENT

S-33-5.1 Payment for waterlines shall be per the contract unit price. This shall include all materials, equipment, labor, and incidentals necessary to complete the item.

Payment shall be made under:

Item S-33-5.1	Furnish and Install 3" AWWA C900 DR 18 PVC Waterline	Per linear foot
Item S-33-5.2	Furnish and Install 3" Tapping Sleeve and Valve Assembly	Per each
Item S-33-5.3	Install 1" Water Service Line	Per each
Item S-33-5.4	Furnish and Install 3" Gate Valve Assembly	Per each

END OF ITEM S-33

TxDOT Standard Specifications and Modification Pages

Modifications to Item TxDOT 247

Flexible Base

The standard specifications of Item TxDOT 247, Flexible Base, shall be modified and superseded as follows. The section numbers shown correspond to the section numbers in the specifications.

247.2.A.2 Material Types: Add the following:

Type A, Grade 2 shall be used for the flexible base material for the proposed pavement construction on this project. The material type shall be crushed limestone or crushed granite.

247.4.B Placing: Add the following:

At a minimum, the material shall be placed, scarified, wetted, mixed, bladed, and rolled to ensure a uniform mixture complying with the specifications.

247.4.C.2 Density Control: Add the following:

Aggregate base course shall be accepted for density on a lot basis. A lot shall consist of one day's production for acceptance testing of the base course, or 2,400 s.y., whichever is least. Four (4) field densities shall be taken for each lot. The base course shall be compacted in maximum eight (8) inch lifts to a minimum of 95% of the maximum dry density as determined by ASTM D-1557 (Modified Proctor) at a moisture content within ± 3 percentage points of the optimum moisture content. If the specified density is not attained, the entire lot shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached.

247.5 Measurement: Delete the paragraph and add the following:

The quantity of flexible base course to be paid for will be determined by measurement of the number of square yards of material actually constructed and accepted by the Engineer as complying with the plans and specifications. No additional payment will be made for thicknesses above the specified thickness.

247.6 Payment: Delete the paragraph and add the following:

Payment shall be made at the contract unit price per square yard for flexible base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

TxDOT 247-5.1	6" Flexible Base Course	Per square yard
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END OF ITEM TxDOT 247-MOD

ITEM 247

FLEXIBLE BASE

247.1. Description. Construct a foundation course composed of flexible base.

247.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

A. Aggregate. Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

**Table 1
Material Requirements**

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max. ¹	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max. ¹	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min. ¹		As shown on the plans			
Wet ball mill, % max. ²	Tex-116-E	40	45	–	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification ³	Tex-117-E	1.0	1.1–2.3	–	As shown on the plans
Min. compressive strength ³ , psi		45	35	–	As shown on the plans
lateral pressure 0 psi					
lateral pressure 15 psi	175	175	–		

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.

2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.

3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. Material Tolerances. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. Material Types. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

- a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
 - b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
 - c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
 - d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
 - e. **Type E.** As shown on the plans.
3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- a. **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
 - (1) **Contractor Furnished Recycled Materials.** When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
 - (2) **Department Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
 - Department required recycled material will not be subject to the requirements in Table 1,
 - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
 - the final product, blended, will be subject to the requirements in Table 1, and
 - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.
 - (3) **Department Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.
 - b. **Recycled Material (Including Crushed Concrete) Requirements.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

- c. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

B. Water. Furnish water free of industrial wastes and other objectionable matter.

C. Material Sources. When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

247.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

247.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

A. Preparation of Subgrade or Existing Base. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

B. Placing. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- C. Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

- 1. Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.
- 2. Density Control.** Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- D. Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

- E. Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

247.5. Measurement. Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or cubic yard in vehicle.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- A. Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- B. Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.

- C. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- D. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.
- E. **Ton. Lime** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

247.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, "Changes in the Work."

- A. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- B. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- C. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

END OF ITEM TxDOT 247

Item 340

Dense-Graded Hot-Mix Asphalt (Small Quantity)



1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

- 2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design Excel template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the Excel template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used, that are free from organic impurities.

The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used, that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

- 2.1.3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F, Part I	1.5
Decantation, %, Max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note ¹
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count, ² %, Min	Tex-460-A, Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregate³		
Sand equivalent, %, Min	Tex-203-F	45

1. Not used for acceptance purposes. Optional test used by the Engineer as an indicator of the need for further investigation.
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70-100
#200	0-30

- 2.2. **Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:
- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
 - does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
 - meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55-100

- 2.3. **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.
- 2.4. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.
- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain the sample from the asphalt distributor immediately before use.

- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer

with documentation, such as the bill of lading, showing the quantity of additives used in the project unless otherwise directed.

2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface.** The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base.** Mixtures placed greater than 8.0 in. from the riding surface.

2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP, including HMA plant waste, is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP¹

Maximum Allowable Fractionated RAP ² (%)			Maximum Allowable Unfractionated RAP ³ (%)		
Surface	Intermediate	Base	Surface	Intermediate	Base
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2.

RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer’s shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEO. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with DMS-11000, “Evaluating and Using Nonhazardous Recyclable Materials Guidelines.” Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department’s MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

Substitute Binders. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., “Performance-Graded Binders”; and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder ¹ to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22 ²	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22 ²	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22 ²	58-28	30.0	35.0	40.0
76-28 ²	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28 ²	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28 ²	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
WMA³				
76-22 ²	70-22 or 64-22	30.0	35.0	40.0
70-22 ²	64-22 or 58-28	30.0	35.0	40.0
64-22 ⁴	58-28	30.0	35.0	40.0
76-28 ²	70-28 or 64-28	30.0	35.0	40.0
70-28 ²	64-28 or 58-28	30.0	35.0	40.0
64-28 ⁴	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 340.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a pre-paving meeting with the Engineer on or before the first day of paving unless otherwise directed.

- 4.1. **Certification.** Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level ¹
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	2
Crushed face count	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA ² (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors ³	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg Wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F		✓	1A
Molding (SGC)	Tex-241-F		✓	1A
Laboratory-molded density	Tex-207-F		✓	1A
VMA ² (calculation only)	Tex-204-F		✓	1A
Rice gravity	Tex-227-F		✓	1A
Gradation & asphalt binder content ³	Tex-236-F		✓	1A
Moisture content	Tex-212-F		✓	1A
Hamburg Wheel test	Tex-242-F		✓	2
Boil test	Tex-530-C		✓	1A
5. Placement Testing				
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F		✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Ride quality measurement	Tex-1001-S	✓	✓	Note ⁴

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Voids in mineral aggregates.
3. Refer to Section 340.4.8.3., "Production Testing," for exceptions to using an ignition oven.
4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2. **Reporting, Testing, and Responsibilities.** Use Department-provided Excel templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department Excel templates for any production and placement testing. Obtain the latest version of the Excel templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer.

The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise approved. The Engineer will immediately report to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.

Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Testing			
Gradation	Engineer	Contractor	1 working day of completion of the test
Asphalt binder content			
Laboratory-molded density			
VMA (calculation)			
Hamburg Wheel test			
Moisture content			
Boil test			
Binder tests	Placement Testing		
In-place air voids	Engineer	Contractor	1 working day of completion of the test ¹

1. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

4.3. Mixture Design.

4.3.1. **Design Requirements.** The Contractor may design the mixture using a Texas Gyrotory Compactor (TGC) or a Superpave Gyrotory Compactor (SGC) unless otherwise shown on the plans. Use the typical weight design example given in Tex-204-F, Part I, when using a TGC. Use the Superpave mixture design procedure given in Tex-204-F, Part IV, when using a SGC. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.3.1.1. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.3.1.2. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test in accordance with Tex-242-F, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided Excel template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);

- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0 ¹	–	–	–	–
1-1/2"	98.0–100.0	100.0 ¹	–	–	–
1"	78.0–94.0	98.0–100.0	100.0 ¹	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0 ¹	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0 ¹
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	Tex-207-F	96.5 ¹
Design gyrations (N _{design} for SGC)	Tex-241-F	50 ²
Indirect tensile strength (dry), psi	Tex-226-F	85–200 ³
Boil test ⁴	Tex-530-C	–

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes ¹ @ 12.5 mm ² Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000
PG 70		15,000
PG 76 or higher		20,000

1. May be decreased or waived when shown on the plans.
2. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the N_{design} level (SGC) to no less than 35 gyrations.

4.3.2.

Job-Mix Formula Approval. The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or N_{design} level), and target asphalt percentage used to establish target values

for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test if opting to have the Department perform the test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with Tex-236-F.

The Engineer will use a TGC calibrated in accordance with Tex-914-K in molding production samples. Provide an SGC at the Engineer's field laboratory for use in molding production samples if the SGC is used to design the mix.

The Engineer may perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.3.3. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of the current JMF listed in Table 11.

The Engineer may adjust the asphalt binder content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be within master grading limits in Table 8	±5.0 ^{1,2}
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 ^{1,2}
% passing the #200 sieve			±2.0 ^{1,2}
Asphalt binder content, %	Tex-236-F	±0.5	±0.3 ²
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0
VMA, %, min	Tex-204-F	Note ³	Note ³

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

4.4. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.4.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and

discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

- 4.4.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

- 4.5. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 340.4.6.3.2., "Hauling Equipment." Use other hauling equipment only when allowed.

- 4.6. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket unless otherwise directed. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.

Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 12
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.6.1. **Weather Conditions.** Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.
- 4.6.2. **Tack Coat.** Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.
- 4.6.3. **Lay-Down Operations.**
- 4.6.3.1. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.
- 4.6.3.2. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed.
- 4.6.3.3. **Screed Heaters.** Turn off screed heaters, to prevent overheating of the mat, if the paver stops for more than 5 min.
- 4.7. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids.
- Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.
- Use the control strip method shown in Tex-207-F, Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.
- Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.
- Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.8. **Production Acceptance.**

4.8.1. **Production Lot.** Each day of production is defined as a production lot. Lots will be sequentially numbered and correspond to each new day of production. Note that lots are not subdivided into sublots for this specification.

4.8.2. **Production Sampling.**

4.8.2.1. **Mixture Sampling.** The Engineer may obtain mixture samples in accordance with Tex-222-F at any time during production.

4.8.2.2. **Asphalt Binder Sampling.** The Engineer may obtain or require the Contractor to obtain 1 qt. samples of the asphalt binder at any time during production from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. The Engineer may test any of the asphalt binder samples to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.8.3. **Production Testing.** The Engineer will test at the frequency listed in the Department's *Guide Schedule of Sampling and Testing* and this specification. The Engineer may suspend production if production tests do not meet specifications or are not within operational tolerances listed in Table 11. Take immediate corrective action if the Engineer's laboratory-molded density on any sample is less than 95.0% or greater than 98.0%, to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may use alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Use the applicable test procedure if an alternate test method is selected.

Table 13
Production and Placement Testing

Description	Test Method
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F
Individual % retained for sieves smaller than #8 and larger than #200	
% passing the #200 sieve	
Laboratory-molded density	Tex-207-F
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	Tex-204-F
Moisture content	Tex-212-F, Part II
Theoretical maximum specific (Rice) gravity	Tex-227-F
Asphalt binder content	Tex-236-F
Hamburg Wheel test	Tex-242-F
Recycled Asphalt Shingles (RAS) ¹	Tex-217-F, Part III
Asphalt binder sampling and testing	Tex-500-C
Tack coat sampling and testing	Tex-500-C, Part III
Boil test	Tex-530-C

1. Testing performed by the Construction Division or designated laboratory.

4.8.3.1. **Voids in Mineral Aggregates (VMA).** The Engineer may determine the VMA for any production lot. Take immediate corrective action if the VMA value for any lot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the lot to be left in place without payment.

- 4.8.3.2. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire lot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department-approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

- 4.8.4. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9. **Placement Acceptance.**

- 4.9.1. **Placement Lot.** A placement lot is defined as the area placed during a production lot (one day's production). Placement lot numbers will correspond with production lot numbers.

- 4.9.2. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 340.4.7., "Compaction." Miscellaneous areas are not subject to in-place air void determination except for temporary detours when shown on the plans.

- 4.9.3. **Placement Sampling.** Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement lot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination unless otherwise shown on the plans. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness.

Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with Tex-207-F if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the date and lot number on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.4. **Placement Testing.** The Engineer may measure in-place air voids at any time during the project to verify specification compliance.

4.9.4.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Cores not meeting the height requirements in Table 12 will not be tested. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the corresponding theoretical maximum specific gravity to determine the air void content of each core. The Engineer will use the average air void content of the 2 cores to determine the in-place air voids at the selected location.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

Take immediate corrective action when the in-place air voids exceed the range of 3.8% and 8.5% to bring the operation within these tolerances. The Engineer may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids. Areas defined in Section 340.9.2., "Miscellaneous Areas," are not subject to in-place air void determination.

4.9.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.6. **Ride Quality.** Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 340.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt (SQ)" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals. Trial batches will not be paid for unless they are included in pavement work approved by the Department. Pay adjustment for ride quality, if applicable, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

DIVISION V
ATTACHMENTS

ATTACHMENT 1

AC 150/5370-2G

Operational Safety on Airports During Construction



Advisory Circular

Subject: Operational Safety on
Airports During Construction

Date: 12/13/2017

AC No: 150/5370-2G

Initiated By: AAS-100

Change:

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 **Application.**

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. [Appendix A](#) contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph [2.13.5.3](#), NAVAIDs.

2. Guidance for the use of orange construction signs was added. See paragraph 2.18.4.2, Temporary Signs.
3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph 2.22.3.4, Excavations.
4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See Figure 2-1 and Figure 2-2.
5. Figures have been improved and a new Appendix F on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the “ALT” and “ ← ” keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 **Use of Metrics.**

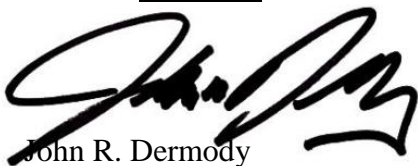
Throughout this AC, U.S. customary units are used followed with “soft” (rounded) conversion to metric units. The U.S. customary units govern.

7 **Where to Find this AC.**

You can view a list of all ACs at http://www.faa.gov/regulations_policies/advisory_circulars/. You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faa_regulations/.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.



John R. Dermody
Director of Airport Safety and Standards

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 Overview.

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 Plan for Safety.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums;

¹ Find Taxiway Design Group information in [AC 150/5300-13, Airport Design](#).

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 Allow for Temporary Changes to Operations.

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in Appendix E.

1.2.4 Take Required Measures to Revise Operations.

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 Manage Safety Risk.

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
2. Provide documents identified by the FAA as necessary to conduct SRM.
3. Participate in the SRM process for airport projects.
4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix A for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 1.2.5).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 **Who Is Responsible for Safety During Construction?**

1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

- 1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.
- 1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- 1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects. (Note “FAA” refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- 1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.
- 1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.
- 1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- 1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.
- 1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.
- 1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.
- 1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- 1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

- 1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
 - 1.4.2.13 Take immediate action to resolve safety deficiencies.
 - 1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.
 - 1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
 - 1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
 - 1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.
 - 1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.
- 1.4.3 Define Construction Contractor's Responsibilities.
The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- 1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.
- 1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- 1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- 1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.
- 1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
- 1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

- 1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.
- 1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.
9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 **Overview.**

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 **Assume Responsibility.**

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 **Submit the CSPP.**

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 × 11 inch or 11 × 17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 Submit an Outline/Draft.

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

2.3.2 Submit a CSPP.

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 Submit an SPCD.

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 Submit CSPP Revisions.

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 **Meet CSPP Requirements.**

2.4.1 To the extent possible, the CSPP should address the following as outlined in Chapter 3, Guidelines for Writing a CSPP. Details that cannot be determined at this stage are to be included in the SPCD.

1. Coordination.
 - a. Contractor progress meetings.
 - b. Scope or schedule changes.
 - c. FAA ATO coordination.
2. Phasing.
 - a. Phase elements.
 - b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
 - a. Identification of affected areas.
 - b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
 - a. Location of stockpiled construction materials.
 - b. Vehicle and pedestrian operations.
6. Wildlife management.
 - a. Trash.
 - b. Standing water.
 - c. Tall grass and seeds.
 - d. Poorly maintained fencing and gates.
 - e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

- a. Maintenance of a list of responsible representatives/ points of contact.
 - b. NOTAM.
 - c. Emergency notification procedures.
 - d. Coordination with ARFF Personnel.
 - e. Notification to the FAA.
10. Inspection requirements.
 - a. Daily (or more frequent) inspections.
 - b. Final inspections.
 11. Underground utilities.
 12. Penalties.
 13. Special conditions.
 14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.
 - a. General.
 - b. Markings.
 - c. Lighting and visual NAVAIDs.
 - d. Signs, temporary, including orange construction signs, and permanent signs.
 15. Marking and signs for access routes.
 16. Hazard marking and lighting.
 - a. Purpose.
 - b. Equipment.
 17. Work zone lighting for nighttime construction (if applicable).
 18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.
 - a. Runway Safety Area (RSA).
 - b. Runway Object Free Area (ROFA).
 - c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph 2.22.3.
 - d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph 2.22.4.
 - e. Obstacle Free Zone (OFZ).
 - f. Runway approach/departure surfaces.
 19. Other limitations on construction.
 - a. Prohibitions.

b. Restrictions.

2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, “I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:”). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, “No supplemental information,” should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
2. Phasing. Discuss proposed construction schedule elements, including:
 - a. Duration of each phase.
 - b. Daily start and finish of construction, including “night only” construction.
 - c. Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations.
 - iii. Modified runway “Aircraft Reference Code” usage.
3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
5. Contractor access. Provide the following:
 - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - b. Listing of individuals requiring driver training (for certificated airports and as requested).
 - c. Radio communications.
 - i. Types of radios and backup capabilities.
 - ii. Who will be monitoring radios.
 - iii. Who to contact if the ATCT cannot reach the contractor’s designated person by radio.

- d. Details on how the contractor will escort material delivery vehicles.
6. Wildlife management. Discuss the following:
 - a. Methods and procedures to prevent wildlife attraction.
 - b. Wildlife reporting procedures.
7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
9. Notification of construction activities. Provide the following:
 - a. Contractor points of contact.
 - b. Contractor emergency contact.
 - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - d. Batch plant details, including 7460-1 submittal.
10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - a. Equipment and methods for covering signage and airfield lights.
 - b. Equipment and methods for temporary closure markings (paint, fabric, other).
 - c. Temporary orange construction signs.
 - d. Types of temporary Visual Guidance Slope Indicators (VGSI).
15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - a. Equipment and methods for maintaining Taxiway Safety Area standards.
 - b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
 - c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see [AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects*](#)). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 Scope or Schedule Changes.

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph [1.4.2.17](#)).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph [2.13.5.3.2](#) for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 Phase Elements.

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 Construction Safety Drawings.

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 **Areas and Operations Affected by Construction Activity.**

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See Appendix E for an example of a table showing temporary operations versus current operations. The tables in Appendix E can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 **Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 Partially Closed Runways.

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See Figure 2-1 for a desirable configuration.

2.7.1.1.2 Displaced Thresholds.

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See Figure 2-2.

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

Figure 2-1. Temporary Partially Closed Runway

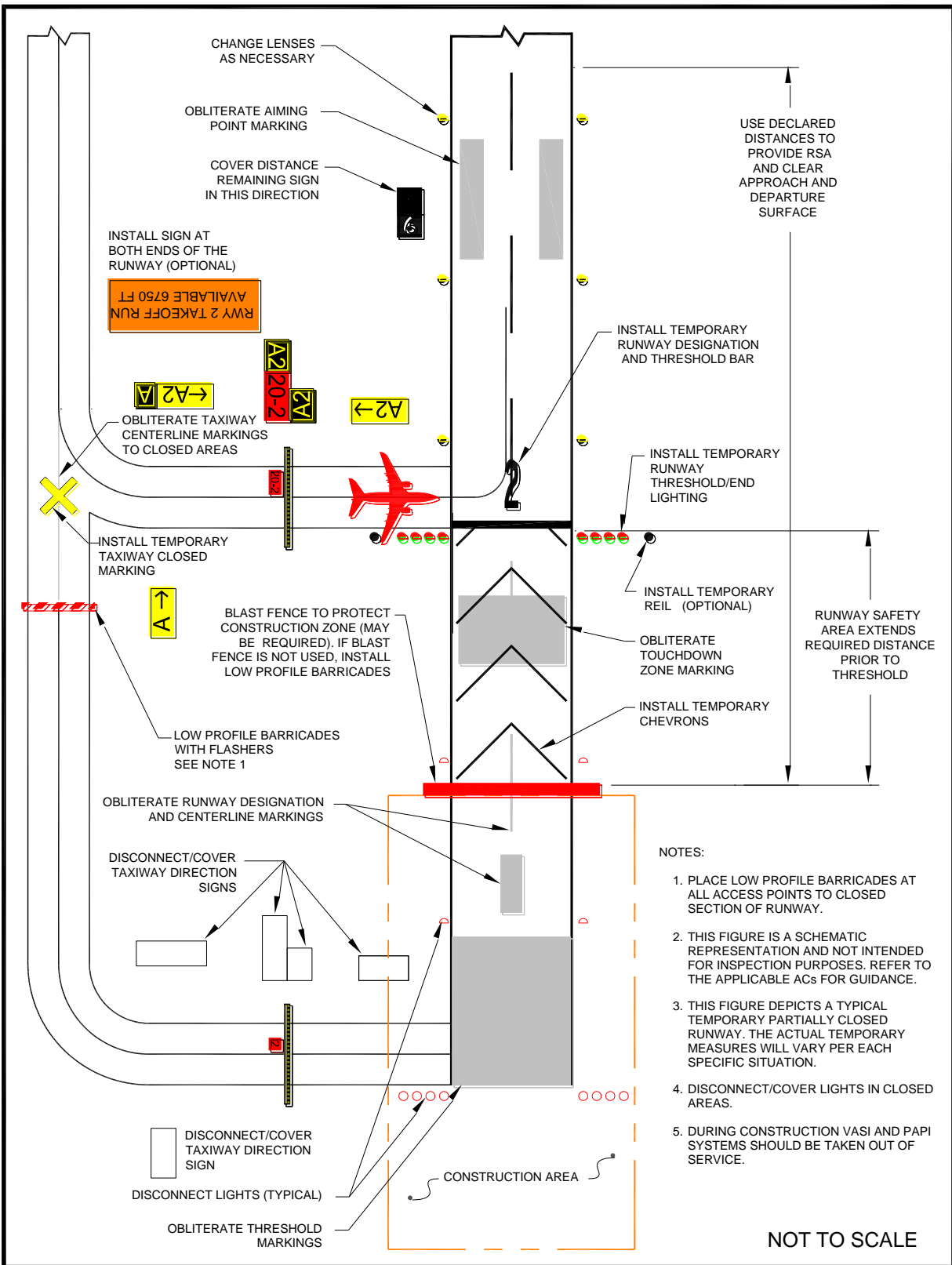
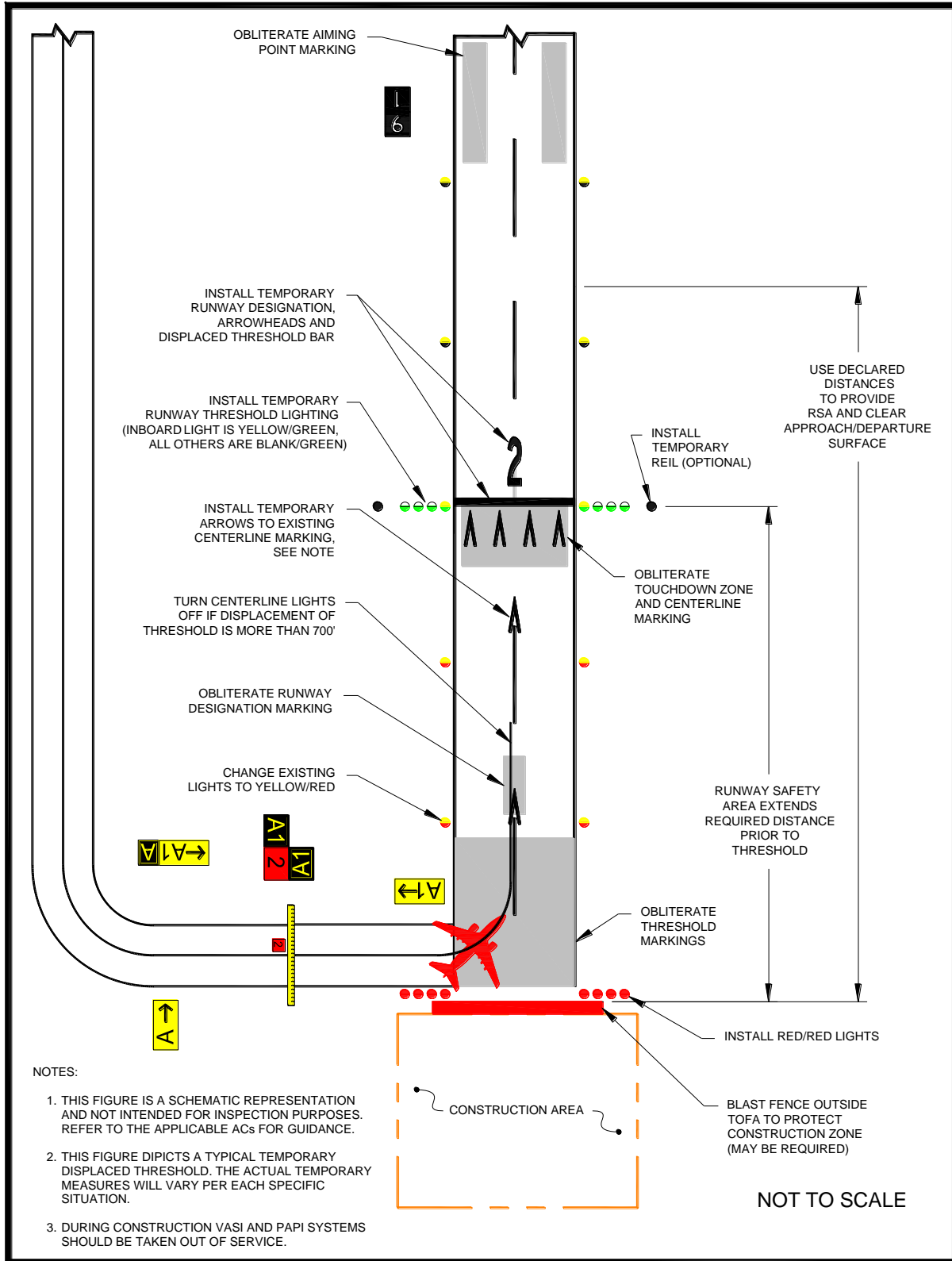


Figure 2-2. Temporary Displaced Threshold



Note: See paragraph 2.18.2.5.

2.7.2 Mitigation of Effects.

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

- 2.7.2.1 Temporary changes to runway and/or taxi operations.
- 2.7.2.2 Detours for ARFF and other airport vehicles.
- 2.7.2.3 Maintenance of essential utilities.
- 2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 **Navigation Aid (NAVAID) Protection.**

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the “critical area” associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2.) Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 **Contractor Access.**

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 2.18.2.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs [2.10](#) and [2.11](#).

2.9.2 Vehicle and Pedestrian Operations.

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 **Construction Equipment Parking.**

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph [2.13.1](#) for further information.

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

- 2.9.2.4 Marking and lighting of vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*.
- 2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.
- 2.9.2.6 Required escorts.
- 2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations.**
Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.
- 2.9.2.8 **Situational Awareness.**
Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.
- 2.9.2.9 **Two-Way Radio Communication Procedures.**
- 2.9.2.9.1 General.
The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:
1. Airport operations
 2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and “shortened” runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard “Ground Vehicle Guide to Airport Signs and Markings.” This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (see “Signs & Markings Vehicle Dashboard Sticker”) or obtained from the FAA Airports Regional Office.

2.9.2.10 **Maintenance of the secured area of the airport, including:**

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 **Wildlife Management.**

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*, and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife*. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, *Standards for Specifying Construction of Airports*, Item T-901, Seeding. Contact the local office of the United States Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, *Foreign Object Debris (FOD) Management*.

2.12 Hazardous Materials (HAZMAT) Management.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, *Management of Airport Industrial Waste*.

2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

2.13.2 NOTAMs.

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators*, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 2.7.1.1 about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
2. The rerouting, blocking and restoration of emergency access routes, or
3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix A to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, *Notice of Landing Area Proposal*, to the nearest FAA Airports Regional or District Office. See Appendix A to download the form.

2.13.5.3 **NAVAIDs.**

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix D, Construction Project Daily Safety Inspection Checklist. See also AC 150/5200-18, Airport Safety Self-Inspection. Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 Underground Utilities.

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that “One Call” or “Miss Utility” services do not include FAA ATO/Technical Operations.

2.16 Penalties.

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 Special Conditions.

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 Runway and Taxiway Visual Aids.

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

Figure 2-3. Markings for a Temporarily Closed Runway

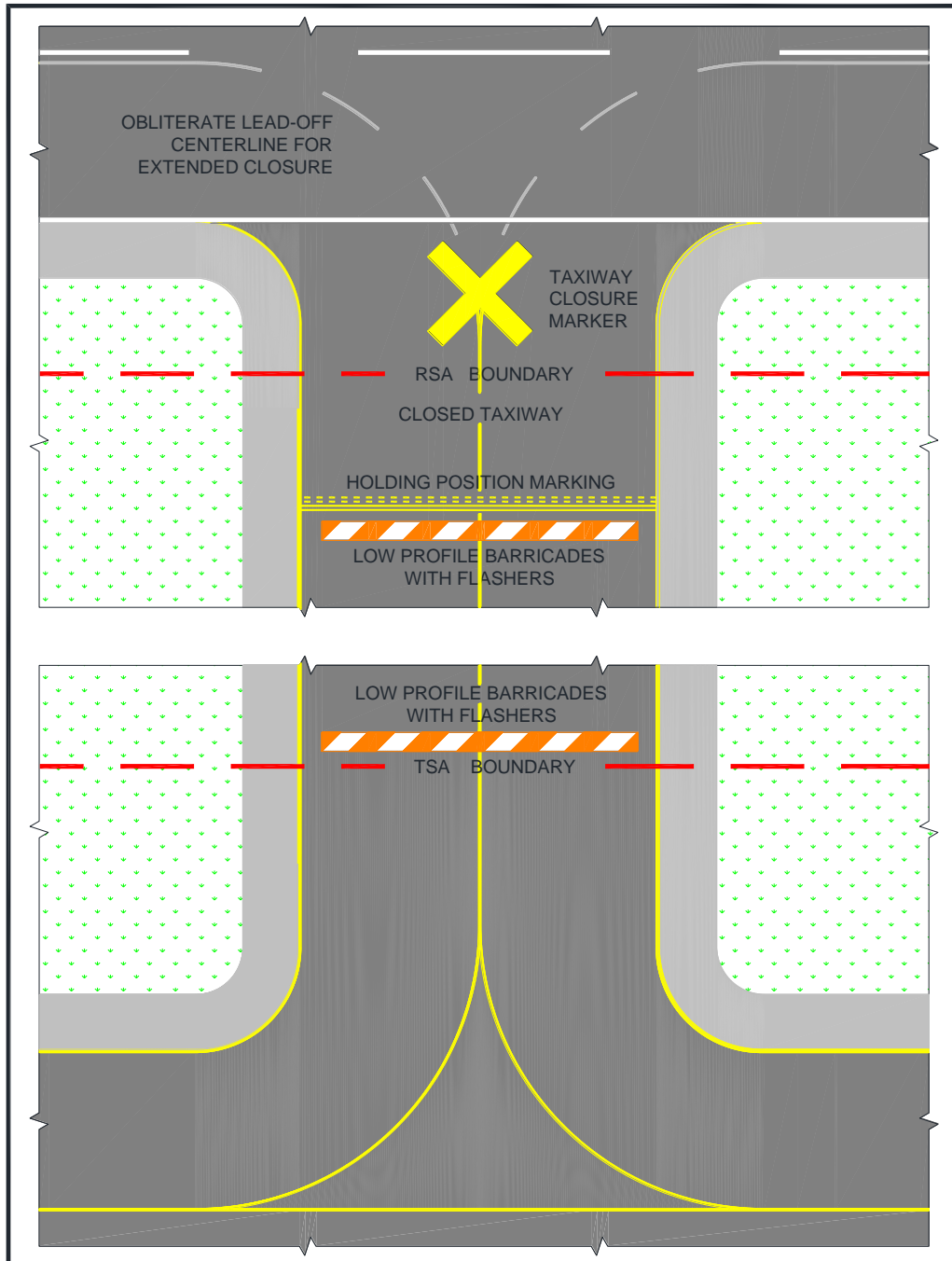


1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see [AC 150/5340-1](#)). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-4](#).
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See [AC 150/5340-1](#). Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-2](#).

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** *AC 150/5300-13 Airport Design*, notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See [Figure 2-4](#).

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

- 2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

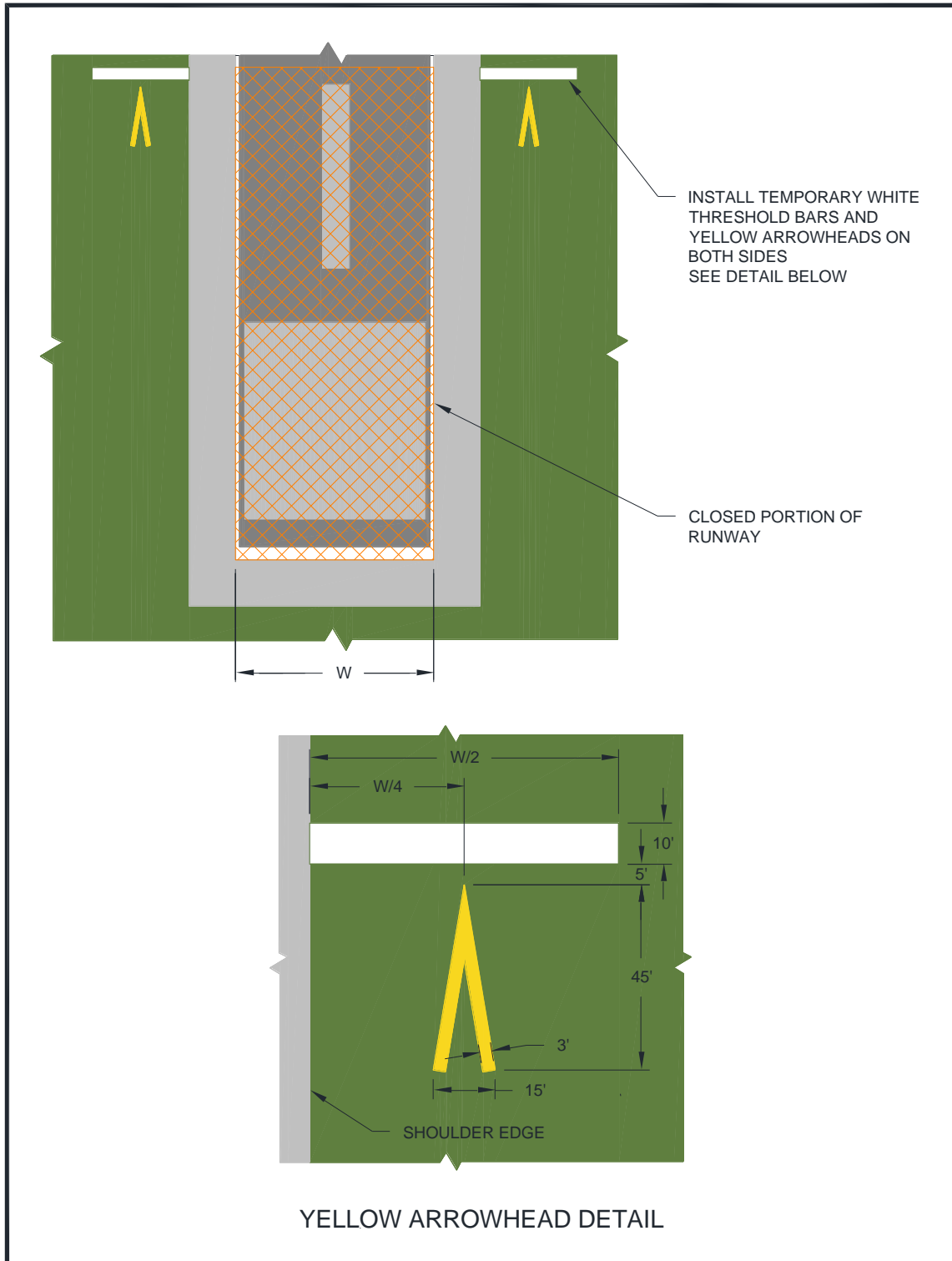
- 2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

- 2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, “temporary outboard white threshold bars and yellow arrowheads”, see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

- 2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, “Runway and Taxiway Painting,” in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, *Standards for Airport Markings*, has additional guidance on temporary markings.

Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads



2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights*. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

Figure 2-6. Lighted X in Daytime**Figure 2-7. Lighted X at Night****2.18.3.3 Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

- 2.18.3.3.1 Partially Closed Runways.
Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.
- 2.18.3.3.2 Temporary Displaced Thresholds.
Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.
- 2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.
- 2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, *Specification for L-853, Runway and Taxiway Retroreflective Markers*.
- 2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.
- 2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

- 2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.
- 2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.
- 2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs*, and AC 150/5340-18, *Standard for Airport Sign Systems*.

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 **Temporary Signs.**

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot “information overload,” the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs*. Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs*, are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 Takeoff Run Available (TORA) signs.

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 **Marking and Signs for Access Routes.**

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections*, which may require modification to size and height guidance in the MUTCD.

2.20 **Hazard Marking, Lighting and Signing.**

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 **Air Operations Area – General.**

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. [Figure 2-8](#) and [Figure 2-9](#) show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades



Figure 2-9. Low Profile Barricades**2.20.2.5 Air Operations Area – Runway/Taxiway Intersections.**

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 Air Operations Area – Other.

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 Maintenance.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to [AC 150/5370-10](#) for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in [AC 150/5300-13](#). Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph [2.13.5](#)) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see [AC 150/5300-13](#)). Construction activities within the existing RSA are subject to the following conditions:

- 2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See [AC 150/5300-13](#)). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See [AC 150/5300-13](#) for guidance on the use of declared distances.
- 2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
- 2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 **Excavations.**

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 **Erosion Control.**

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
 - a. Taxiing speed is limited to 10 mph.
 - b. Appropriate NOTAMs are issued.
 - c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - d. Low mass, low-profile lighted barricades are installed.
 - e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

- 2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.
- 2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.
- 2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:
 - 2.22.4.3.1 Taxiing speed is limited to 10 mph.
 - 2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.
 - 2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - 2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.
 - 2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
 - 2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 **Caution About Partial Runway Closures.**

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

- 2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- 2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- 2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

- 2.23.2.1 Construction suspension required during specific airport operations.
- 2.23.2.2 Areas that cannot be worked on simultaneously.
- 2.23.2.3 Day or night construction restrictions.
- 2.23.2.4 Seasonal construction restrictions.
- 2.23.2.5 Temporary signs not approved by the airport operator.
- 2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 **General Requirements.**

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 **Applicability of Subjects.**

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: “The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings.” All other applicable sections should include a reference to 2.4.2.11: “ILS cables shall be identified and protected as described in 2.4.2.11” or “See 2.4.2.11 for ILS cable identification and protection requirements.” Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 **Graphical Representations.**

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent (“as-built”) features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 **Areas and Operations Affected by Construction.**

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 **NAVAID Protection.**

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDs and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should be identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 Airport Security.

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 **Wildlife Management.**

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 **FOD Management.**

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 **HAZMAT Management.**

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 **Notification of Construction Activities.**

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 Inspection Requirements.

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 Underground Utilities.

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 Penalties.

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 Special Conditions.

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 Runway and Taxiway Visual Aids.

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDS required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDS that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDS such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, Standards for Airport Markings; AC 150/5340-18, Standards for Airport Sign Systems; and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDS.

3.20 Marking and Signs for Access Routes.

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 Hazard Marking and Lighting.

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 Work Zone Lighting for Nighttime Construction.

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

3.23 Protection of Runway and Taxiway Safety Areas.

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional “box” within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 Other Limitations on Construction.

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/airports/>.

Table A-1. FAA Publications

Number	Title and Description
<u>AC 150/5200-28</u>	<i>Notices to Airmen (NOTAMs) for Airport Operators</i> Guidance for using the NOTAM System in airport reporting.
<u>AC 150/5200-30</u>	<i>Airport Field Condition Assessments and Winter Operations Safety</i> Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
<u>AC 150/5200-33</u>	<i>Hazardous Wildlife Attractants On or Near Airports</i> Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
<u>AC 150/5210-5</u>	<i>Painting, Marking, and Lighting of Vehicles Used on an Airport</i> Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
<u>AC 150/5210-20</u>	<i>Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports</i> Guidance to airport operators on developing ground vehicle operation training programs.
<u>AC 150/5300-13</u>	<i>Airport Design</i> FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
<u>AC 150/5210-24</u>	<i>Airport Foreign Object Debris (FOD) Management</i> Guidance for developing and managing an airport foreign object debris (FOD) program

Number	Title and Description
<u>AC 150/5320-15</u>	<p><i>Management of Airport Industrial Waste</i></p> <p>Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.</p>
<u>AC 150/5340-1</u>	<p><i>Standards for Airport Markings</i></p> <p>FAA standards for the siting and installation of signs on airport runways and taxiways.</p>
<u>AC 150/5340-18</u>	<p><i>Standards for Airport Sign Systems</i></p> <p>FAA standards for the siting and installation of signs on airport runways and taxiways.</p>
<u>AC 150/5345-28</u>	<p><i>Precision Approach Path Indicator (PAPI) Systems</i></p> <p>FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.</p>
<u>AC 150/5340-30</u>	<p><i>Design and Installation Details for Airport Visual Aids</i></p> <p>Guidance and recommendations on the installation of airport visual aids.</p>
<u>AC 150/5345-39</u>	<p><i>Specification for L-853, Runway and Taxiway Retroreflective Markers</i></p>
<u>AC 150/5345-44</u>	<p><i>Specification for Runway and Taxiway Signs</i></p> <p>FAA specifications for unlighted and lighted signs for taxiways and runways.</p>
<u>AC 150/5345-53</u>	<p><i>Airport Lighting Equipment Certification Program</i></p> <p>Details on the Airport Lighting Equipment Certification Program (ALECP).</p>
<u>AC 150/5345-50</u>	<p><i>Specification for Portable Runway and Taxiway Lights</i></p> <p>FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.</p>
<u>AC 150/5345-55</u>	<p><i>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</i></p>

Number	Title and Description
<u>AC 150/5370-10</u>	<i>Standards for Specifying Construction of Airports</i> Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
<u>AC 150/5370-12</u>	<i>Quality Management for Federally Funded Airport Construction Projects</i>
EB 93	<i>Guidance for the Assembly and Installation of Temporary Orange Construction Signs</i>
FAA Order 5200.11	<u>FAA Airports (ARP) Safety Management System (SMS)</u> Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	<i>Grasses Attractive to Hazardous Wildlife</i> Guidance on grass management and seed selection.
FAA Form 7460-1	<u>Notice of Proposed Construction or Alteration</u>
FAA Form 7480-1	<u>Notice of Landing Area Proposal</u>
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <http://www.ecfr.gov/>.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <http://mutcd.fhwa.dot.gov/>.

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APPENDIX B. TERMS AND ACRONYMS**Table B-1. Terms and Acronyms**

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at https://oeaaa.faa.gov .) The form may be downloaded at http://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://oeaaa.faa.gov .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at http://www.faa.gov/airports/resources/forms/ .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, <i>Certification of Airports</i> .
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13 for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13 .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13 .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See AC 150/5300-13 for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>				
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>				
Scheduling of the construction phases is properly addressed.	<u>2.6</u>				
Any formal agreements are established.	<u>2.5.3</u>				
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	<u>2.7.1</u>				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>				
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>				
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>				
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>				
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>				
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>				
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>				
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>				
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>				
Effects of construction activity on the performance of NAVAIDs, including unanticipated power outages, are addressed.	<u>2.8</u>				
Protection of NAVAID facilities is addressed.	<u>2.8</u>				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>				
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>				
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>				
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>				
Construction site parking is addressed.	<u>2.9.2.1</u>				
Construction equipment parking is addressed.	<u>2.9.2.2</u>				
Access and haul roads are addressed.	<u>2.9.2.3</u>				
A requirement for marking and lighting of vehicles to comply with <i>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</i> , is included.	<u>2.9.2.4</u>				
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>				
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>				
Two-way radio communications procedures are described.	<u>2.9.2.9</u>				
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>				
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	<u>2.11</u>				
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	<u>2.12</u>				
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>				
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>				
A list of ATCT managers on duty is included.	<u>2.13.1</u>				
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>				
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>				
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>				
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>				
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>				
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>				
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>				
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1</u> , <i>Standards for Airport Markings</i> , is specified.	<u>2.18.2</u>				
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>				
The requirement for lighting to conform to <u>AC 150/5340-30</u> , <i>Design and Installation Details for Airport Visual Aids</i> ; <u>AC 150/5345-50</u> , <i>Specification for Portable Runway and Taxiway Lights</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.3</u>				
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2</u> , <u>2.18.3.2</u>				
The requirement for signs to conform to <u>AC 150/5345-44</u> , <i>Specification for Runway and Taxiway Signs</i> ; <u>AC 150/5340-18</u> , <i>Standards for Airport Sign Systems</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.4</u>				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>				
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>				
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>				
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>				
Markings for temporary closures are specified.	<u>2.20.2.5</u>				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>				
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1,</u> <u>2.22.3.1</u>				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2,</u> <u>2.22.3.2</u>				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>				
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>				
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>				
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>				

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

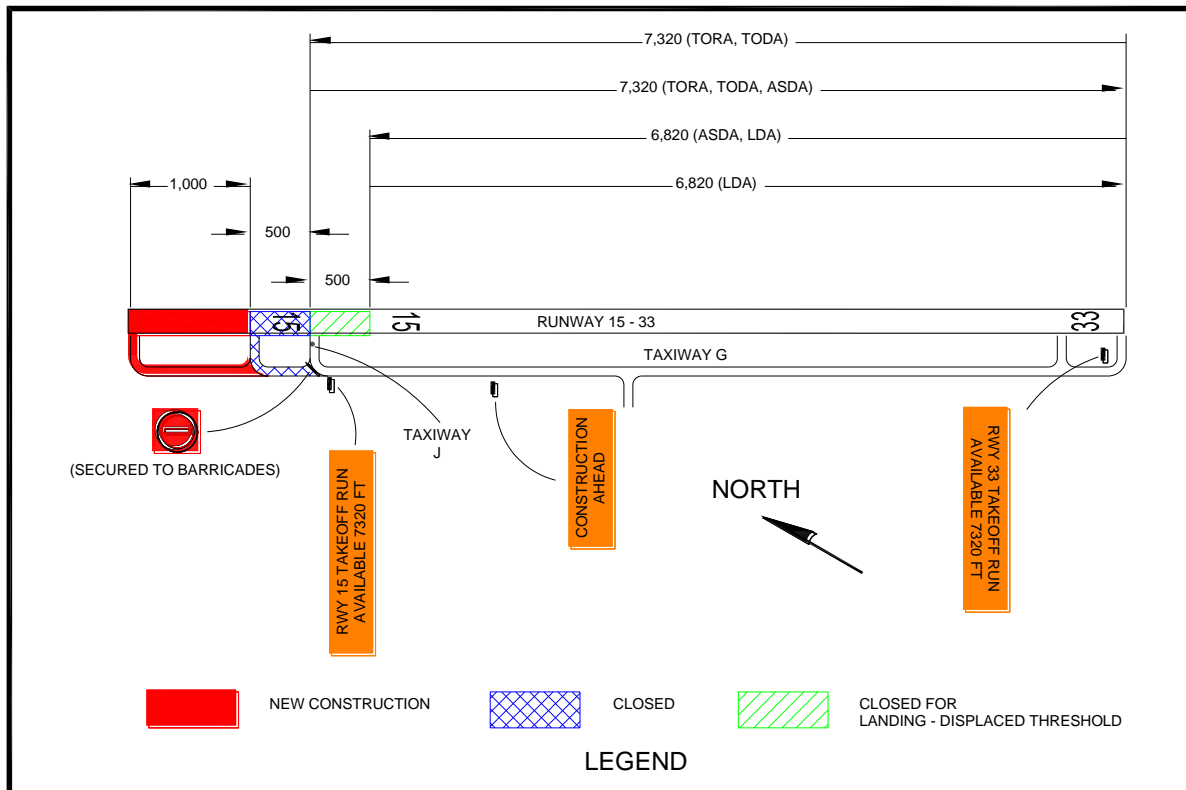
APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 Project Description.

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

Figure E-1. Phase I Example

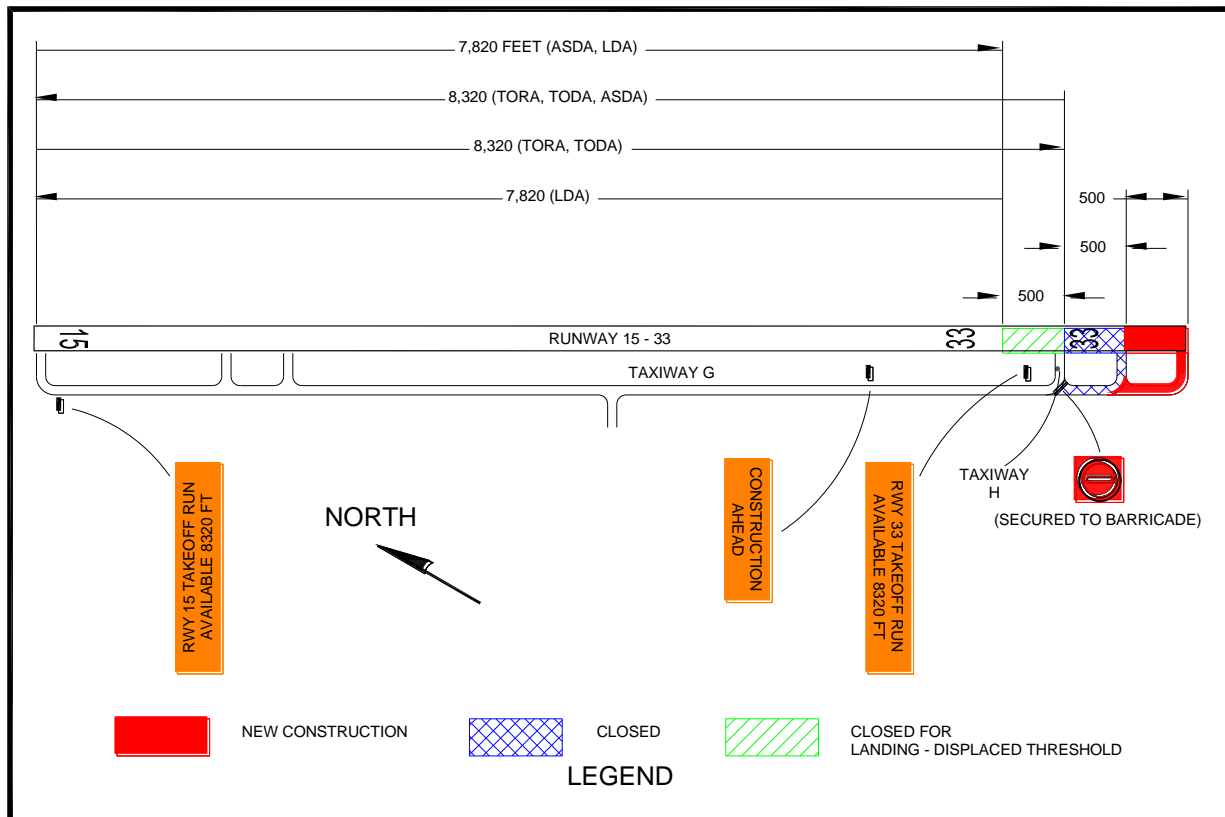


Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.

Figure E-2. Phase II Example



Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

- E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

Figure E-3. Phase III Example

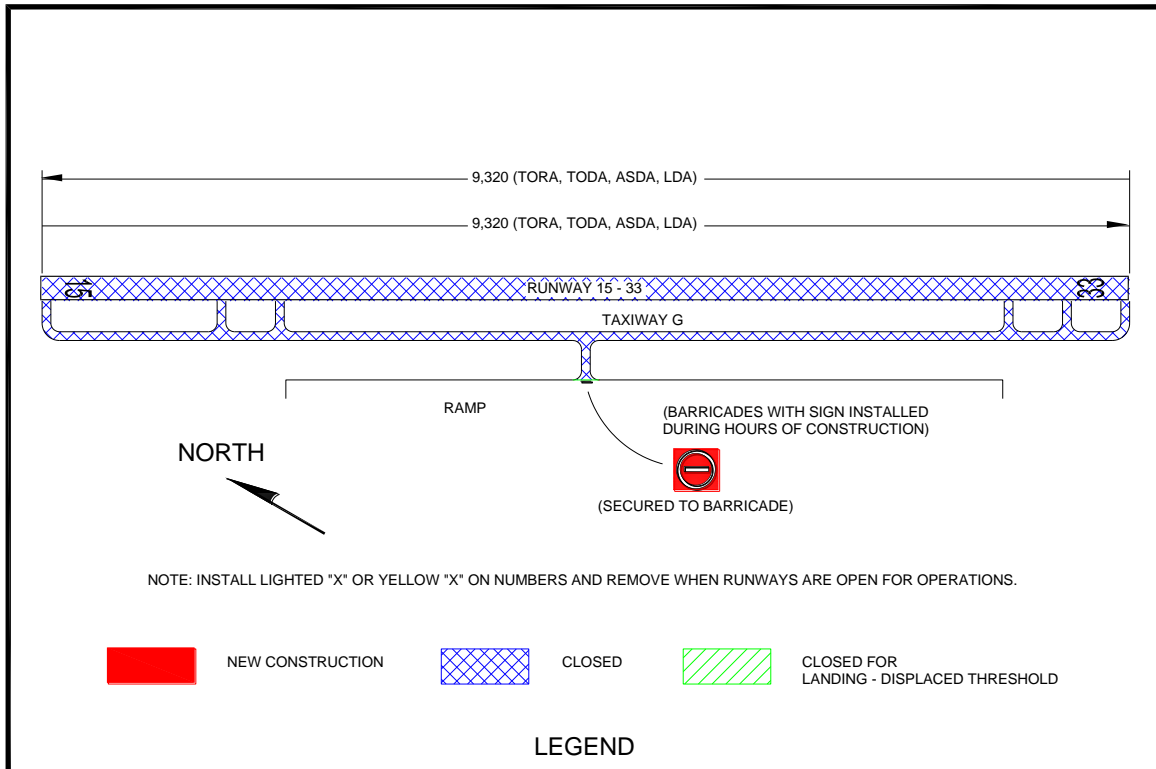


Table E-1. Operational Effects Table

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	¾ mile	¾ mile	¾ mile	1 mile

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Project		Runway 15-33 Extension and Repaving			
Phase		Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 15 Approach Procedures	LOC only	LOC only	LOC only	LOC only	LOC only
	RNAV	RNAV	RNAV	RNAV	RNAV
	VOR	VOR	VOR	VOR	VOR
Runway 33 Approach Procedures	ILS	ILS	ILS	ILS	LOC only
	RNAV	RNAV	RNAV	RNAV	RNAV
	VOR	VOR	VOR	VOR	VOR
Runway 15 NAVAIDs	LOC	LOC	LOC	LOC	
Runway 33 NAVAIDs	ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR	
Taxiway G ADG	IV	III	IV	IV	
Taxiway G TDG	4	4	4	4	
ATCT (hours open)	24 hours	24 hours	24 hours	0500 - 2000	
ARFF Index	D	D	D	D	

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway and Taxiway Edge Protection

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See AC 150/5300-13 to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Table E-3. Protection Prior to Runway Threshold

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
				ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1

*See AC 150/5300-13 to complete the chart for a specific runway.

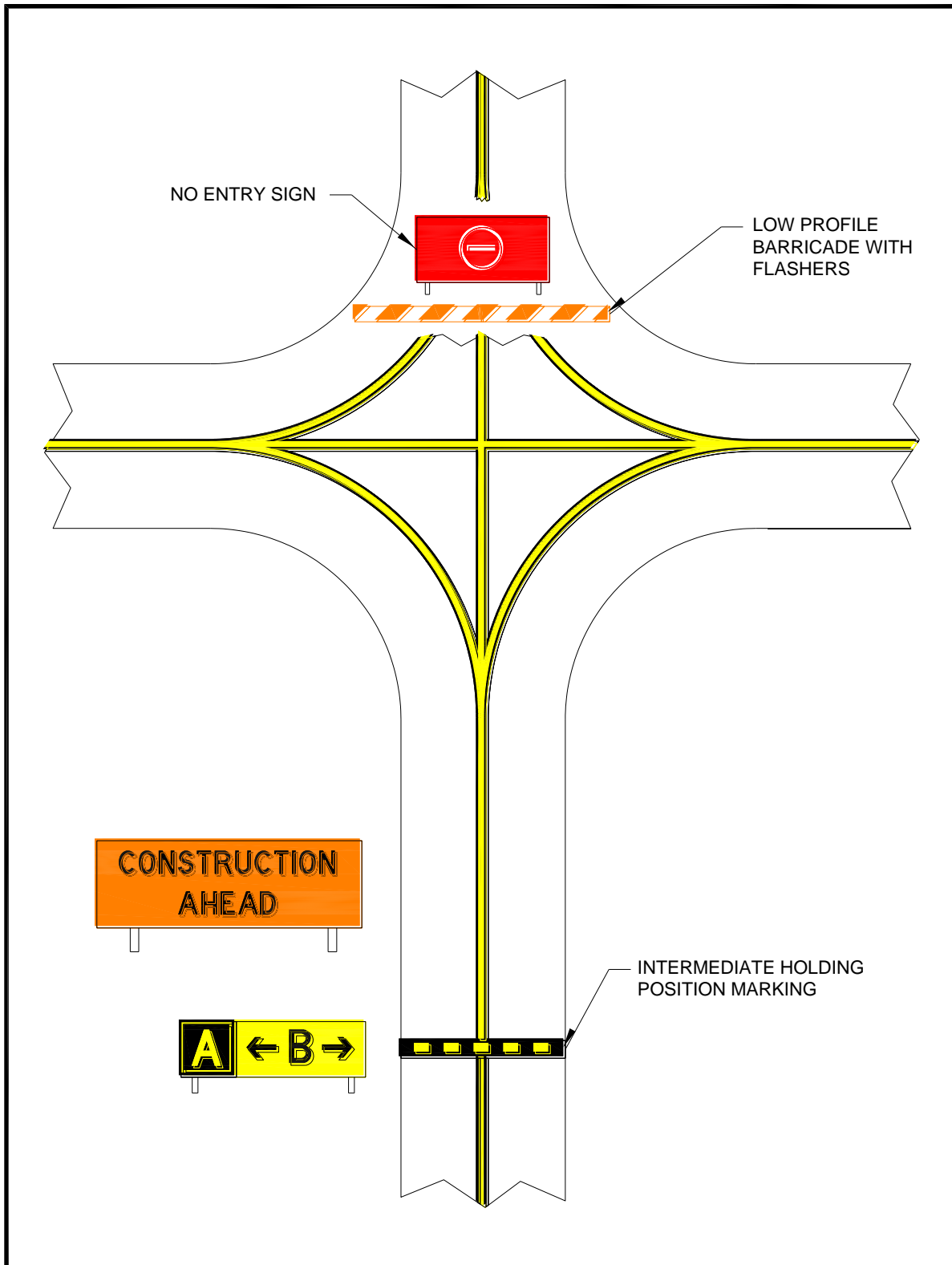
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APPENDIX F. ORANGE CONSTRUCTION SIGNS

Figure F-1. Approved Sign Legends

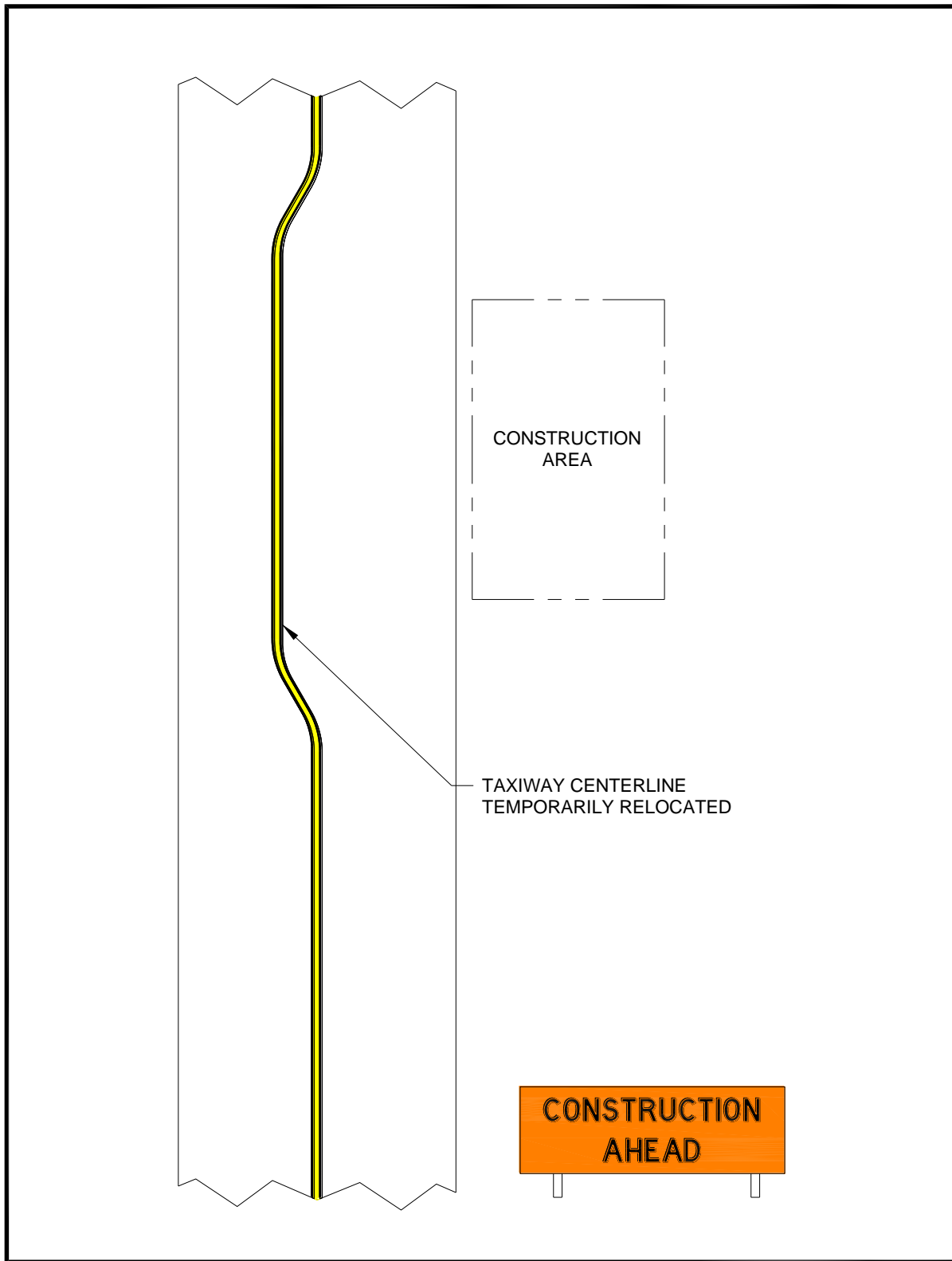


Figure F-2. Orange Construction Sign Example 1



Note: For proper placement of signs, refer to EB 93.

Figure F-3. Orange Construction Sign Example 2



Note: For proper placement of signs, refer to EB 93.

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Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G

Date: _____

Please check all appropriate line items:

An error (procedural or typographical) has been noted in paragraph _____ on page _____.

Recommend paragraph _____ on page _____ be changed as follows:

In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)

Other comments:

I would like to discuss the above. Please contact me at (phone number, email address).

Submitted by: _____

Date: _____

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ATTACHMENT 2
Geotechnical Report



GEOTECHNICAL ENGINEERING
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIALS ENGINEERING AND TESTING

December 4, 2017

Mr. C. Eric Hudson, P.E., P.L.S.
Senior Project Manager
KSA Engineers, Inc.
1111 Hawn Avenue
Shreveport, Louisiana 71107

**Re: Geotechnical Investigation
New Hangar Access Taxilane
Southwest Hangar Development
East Texas Regional Airport
Gregg County, Texas
KSA Project No. GC.107
AGG Report No. LE17-018**

Dear Mr. Hudson:

Submitted herein is our geotechnical report for the project referenced above. This study was performed in general accordance with KSA Task Order No. GC.107 GEO, dated November 10, 2017. This report describes the results of our field and laboratory investigations together with recommendations for the design and construction of the planned project.

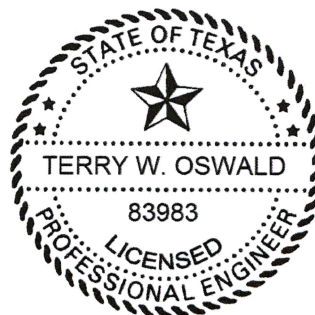
For your construction materials testing and related quality assurance requirements, it is recommended that this work be performed by Alliance Geotechnical Group, Inc. in order to maintain continuity of inspection and testing services for the project under the direction of the geotechnical project engineer.

We appreciate the opportunity to assist you on this project phase. Please call should you have any questions or when we can be of further assistance.

Sincerely,

ALLIANCE GEOTECHNICAL GROUP, INC.

Terry W. Oswald, P.E.
Vice President



12/4/17

TBPE Firm Registration
Number 1970

Electronic Copy (PDF) Submitted Via E-Mail



**GEOTECHNICAL INVESTIGATION
NEW HANGAR ACCESS TAXILANE
SOUTHWEST HANGAR DEVELOPMENT
EAST TEXAS REGIONAL AIRPORT
GREGG COUNTY, TEXAS
KSA PROJECT NO. GC.107
AGG REPORT NO. LE17-018**

TO

**KSA ENGINEERS, INC.
SHREVEPORT, LOUISIANA**

BY

**ALLIANCE GEOTECHNICAL GROUP, INC.
LONGVIEW, TEXAS**

DECEMBER 4, 2017

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APPENDIX

FAA PAVEMENT ANALYSES AND DESIGN STUDIES

**GEOTECHNICAL INVESTIGATION
NEW HANGAR ACCESS TAXILANE
SOUTHWEST HANGAR DEVELOPMENT
EAST TEXAS REGIONAL AIRPORT
GREGG COUNTY, TEXAS
KSA PROJECT NO. GC.107**

1. PROJECT DESCRIPTION

The proposed project includes the construction of a new hangar access taxilane at the East Texas Regional Airport in Gregg County, Texas. Specifically, the new hangar access taxilane is planned to extend west from the southwest corner of the existing asphaltic concrete pavement apron (along the south-southeast side of the existing KRS Hangars) to just east of the newly constructed Perimeter Road. The new hangar access taxilane is intended to provide aircraft access for a new KRS Hangar, and will be the initial phase of future Southwest Hangar Development. The new hangar access taxilane will be designed and constructed to meet FAA design requirements, based on aircraft traffic and loading conditions provided by the Engineer. Final grading plans were not completed at the time of this report. However, based on visual observations of the existing topography and discussions with the Engineer, it is assumed that minimal site grading (cuts and fills of less than about 1 to 2 feet) will be required to achieve finished along the east end of the new taxilane, abutting the existing Apron pavements, while cuts of up to about 2 to 3 feet may be required along the west end of the new taxilane. Isolated areas may require additional site grading to facilitate surface water drainage improvements and new construction. A general layout of the site is shown on the Plan of Borings, Figure 1.

2. PURPOSE AND SCOPE

This investigation was designed to evaluate subsurface conditions at the project site and to develop engineering soil design parameters and recommendations to be used to guide design and construction of the planned project. Our scope of services included:

1. performing pavement cores and thickness measurements within the limits of two (2) sample test locations for evaluation of pavement components and thicknesses;
2. obtaining samples of the subsurface soil formations and making groundwater observations within the limits of four (4) exploratory borings for evaluation of general soil and groundwater conditions;
3. performing laboratory soil tests for soil classification of the subsurface strata;
4. performing pavement design studies for new pavement construction in accordance with FAA design requirements, based on aircraft traffic and loading conditions provided by the client;
5. providing recommended pavement sections (asphaltic concrete and Portland cement concrete) for new pavement construction;
6. providing recommendations for pavement subgrade preparation, including recommended dosage rates of stabilization additives and guideline specifications for subgrade stabilization;

7. providing recommendations for compaction of earthwork and recommendations for suitable fill materials, placement, and compaction; and;
8. discussion of potential construction problems.

3. FIELD INVESTIGATION

Subsurface conditions were evaluated by two (2) sample test borings drilled on November 3, 2017 within the limits of the proposed improvements. In addition, the components and thicknesses of the existing pavement sections abutting the new taxilane were evaluated by two (2) pavement cores and subsequent shallow sample borings performed on November 21, 2017 using hand drilling and sampling techniques. Boring locations were selected by representatives of KSA Engineers, Inc. and located in the field by representatives of Alliance Geotechnical Group, Inc. The approximate boring locations are shown on the Plan of Borings, Figure 1.

Borings B-1 and B-2, drilled using standard truck-mounted drilling equipment, were drilled to depths of about 10 feet below existing grade to evaluate subsurface conditions within the limits of the proposed improvements. The pavement sections at Core locations C-1 and C-2 were cored using a diamond tipped core barrel. The underlying base, where encountered, subbase and subgrade soils were sampled using hand drilling and sampling techniques. Sample depth, soil description and classification (based on the Unified Soil Classification System) are shown on the Logs of Borings, Figures 2 through 5. A key to the descriptive terms and symbols used on the logs is presented on Figure 6. The locations and elevations indicated on the boring logs were provided by the client.

The components of the existing pavement sections, where encountered, were carefully measured during field operations. The results of all field measurements are included on the boring logs. The borings were typically advanced using continuous flight augers. The subsurface soils were sampled using a split-barrel sampler in conjunction with the Standard penetration test (SPT). The samples were visually examined in the field by an Alliance Geotechnical Group, Inc. geotechnical engineer, classified, and packaged for transport to the laboratory for further identification and classification. Borings were drilled dry, without the aid of drilling fluids, to allow groundwater observations while drilling. Groundwater observations were made during drilling and after completion of the respective borings. These observations are reported on the boring logs. All borings were backfilled with soil cuttings and tamped upon completion of the respective borings. The surface of borings located in paved areas (C-1 and C-2) were patched using cold mix asphalt patch or fast-setting, high-strength concrete patch upon completion of the respective borings.

4. LABORATORY INVESTIGATION

Upon return to the laboratory, representative specimens were selected for testing. The laboratory testing program was directed toward evaluation of physical and engineering characteristics of the subsurface soils.

Classifications were verified by determination of natural moisture content, liquid and plastic limits, and percent fines passing the No. 200 sieve. The results of these tests are tabulated at the appropriate sample depth on the boring logs.

Strength characteristics of the subsurface soils were evaluated by Standard penetration tests (SPT), which were performed in the field. These test results are also shown on the boring logs.

Laboratory analytical tests were performed on representative samples of the subgrade soils in accordance with TxDOT Test Method Tex-145E, Part II (Colorimetric Method) to determine concentrations of sulfates for evaluation of the potential for sulfate induced heave. These test results are summarized on Figure 7.

The optimum content of stabilization additives were evaluated by a series of liquid and plastic limit tests on lime treated soils. These results are shown on Figure 8. The optimum lime dosage for lime treatment of clay soils typically reduces the plasticity index (PI) to 15 or less by increasing the plastic limit of the lime treated soil. It should be noted that the results of the liquid and plastic limit tests performed on the lime treated soils shown on Figure 8 (Boring B-1, 0.5'-1') indicated revealed only a minimal reduction in the plasticity index (PI) was experienced between the addition of 8, 10 and 12 percent hydrated lime (PI's ranging from about 14 to 15). Similarly, the plasticity limit of the test samples containing 8, 10, and 12 treated percent hydrated lime remained virtually the same, ranging from about 60 to 61. This is likely the result of the mineralogy of the clay soils encountered at this location not being highly reactive with hydrated lime.

All field and laboratory tests were performed in accordance with ASTM and/or TxDOT test standards.

5. GENERAL SITE AND SUBSURFACE CONDITIONS

5.1 Site Conditions

The site of the proposed new hangar access taxilane extends west from the southwest corner of the existing asphaltic concrete pavement apron (along the south-southeast side of the existing KRS Hangars) to just east of the newly constructed Perimeter Road at the East Texas Regional Airport in Gregg County, Texas. The topography along the proposed alignment slopes downwards towards the east (towards the existing Aprons) with borehole elevations within the low lying areas (within and/or adjacent to the existing paving) ranging from about El 366± to El 367± (El 366.40 at C-1, El 366.58 at B-1, and El 366.93 at C-2) to about El 370.40 along the western portion of the alignment (at Boring B-2). Surface vegetation outside the existing fenced area consists of native grasses and weeds. The existing paving abutting the east end of the new taxilane consists of asphaltic concrete pavement, while the existing paving abutting the south (southeast) side of the new taxilane consists of Portland cement concrete (PCC) pavement sections. Based on visual observations, it appears that a portion of the existing PCC paving (adjacent to the existing fence) may be a sidewalk and not actual paving. Final grading plans were not completed at the time of this report. However, based on visual observations of the existing topography and discussions with the Engineer, it is assumed that minimal site grading (cuts and fills of less than about 1 to 2 feet) will be required to achieve finished along the east end of the new taxilane, abutting the existing Apron pavements, while cuts of up to about 2 to 3 feet may be required along the west end of the new taxilane. Isolated areas may require additional site grading to facilitate surface water drainage improvements and new construction. A general layout of the site is shown on the Plan of Borings, Figure 1.

5.2 Subsurface Conditions

The site of the proposed improvements appears to be geologically located in an area underlain by the Reklaw Formation, as indicated on the Tyler Sheet of the Geologic Atlas of Texas. Soil formations encountered at the site are shown in detail on the boring logs, Figures 2 through 5. The subsurface soil conditions are typical of alluvial deposits. These soils consist of highly plastic (CH) clay and silty clay soils. The consistency changes horizontally and vertically over rather short distances. Note that the depth on the boring logs refers to the depth from the existing grade or ground surface present at the time of the investigation. Boundaries between the various soil types are approximate, and the actual transition may be gradual.

The components of the existing pavement sections, encountered at Core Locations C-1 and C-2, were carefully measured during field operations. The results of all field measurements are included on the boring logs. These results indicate that the existing pavement section within the Apron area abutting the east side of the new hangar access taxilane (Core Location C-1) consists of about 8-3/4 inches of asphaltic materials as indicated on the boring log. The asphaltic concrete (HMAC) pavement section is underlain by about 7-1/4 inches of crushed stone base materials (sandstone). Based on visual observations during the sampling operations, the crushed stone base course at the core location appears to be in good condition, as evidenced by the presence of large, hard and durable pieces of base materials. Based on visual examination of the subgrade soils immediately below the pavement section using phenolphthalein indicator, the subgrade soils beneath the pavement section at Core location C-1 appears to have been stabilized to a depth of about 11 inches. Based on visual observations and results of calibrated hand penetrometer tests, the treated subgrade soils appear to be well stabilized, as evidenced by the efforts required to penetrate the treated subgrade soils using hand drilling and sampling techniques (bucket auger).

The existing pavement section encountered at Core Location C-2, along the south side of the new taxilane, consists of about 4-3/4 inches of Portland cement concrete pavement as indicated on the boring log. It should be noted that this core location was located to the south of what appears to be a sidewalk, in an area what appeared to be concrete paving. Specifically, based on visual observations of the joint widths, etc. of the concrete surface abutting the existing fence, it appears that a sidewalk may be present adjacent to the fence. The Portland cement concrete (PCC) pavement section encountered at the core location is underlain by about two (2) inches of light gray silty sand. It appears that this silty sand layer was provided as a bedding sand during construction of the PCC pavement section. Based on visual examination of the subgrade soils immediately below the PCC pavement section using phenolphthalein indicator, the subgrade soils beneath the pavement section at C-2 do not appear to have been stabilized (not detectable using phenolphthalein indicator). Likewise, the subgrade soils immediately beneath the silty sand (bedding) exhibited a Plasticity Index (PI) of about 69.

The subsurface soils consist of highly plastic (CH) clay and silty clay soils to the 10-foot drilled depths of the borings. The consistency changes horizontally and vertically over rather short distances. Surficial reddish brown and light gray clay soils containing varying amounts of ironstone fragments were encountered in Borings B-1 and B-2 to depths ranging from about 0.5 to 7.5 feet below existing grade at Borings B-1 and B-2, respectively. These clay soils are considered soft to hard in consistency at the present time, having Standard penetration test (SPT) blow counts ranging from about 14 to 25 blows per foot of

penetration, and penetrometer readings ranging from about 2.0 tons per square foot (tsf) to in excess of 4.5 tsf. These clay soils exhibited liquid limits ranging from about 55 to 65, plasticity indices (PI's) ranging from about 31 to 44, and contained about 80 to 94 percent fines (silt and clay passing the No. 200 sieve). In their present moisture content (moisture contents ranging from about 4 to 9 percentage points above (+4% to +9%) their respective plastic limits), these clay soils are generally considered moderately to highly expansive with future increases in moisture.

The reddish brown and light gray clay soils encountered in Borings B-1 and B-2 are underlain by highly plastic (CH) light grayish brown to grayish brown silty clay soils containing numerous iron stained fractures. These clay soils were also encountered immediately beneath the respective subbase courses at Core Locations C-1 and C-2. The light grayish brown to grayish brown silty clay soils encountered in Borings B-1 and B-2 are underlain by highly plastic (CH) grayish brown to dark grayish brown silty clay soils containing numerous iron stained fractures at depths ranging from about 4.5 to 12 feet below existing grade at the boring locations. These silty clay soils are considered stiff to hard in consistency at the present time, having Standard penetration test (SPT) blow counts ranging from about 15 to 32 blows per foot of penetration, and penetrometer readings ranging from about 2.25 tons per square foot (tsf) to in excess of 4.5 tsf. These silty clay soils exhibited liquid limits ranging from about 79 to 99, plasticity indices (PI's) ranging from about 31 to 69, and contained about 95 to 99 percent fines (silt and clay passing the No. 200 sieve). In their present moisture content (moisture contents ranging from about 11 percentage points below (-11%) to about 9 percentage points above (+9%) their respective plastic limits), these silty clay soils are generally considered moderately to highly expansive with future increases in moisture.

5.3 Groundwater Conditions

At the time of this investigation, groundwater seepage was not encountered during the drilling operations. Groundwater level measurements performed upon completion of the respective borings indicated groundwater levels below the drilled depths of the borings at the time of our investigation as indicated on the boring logs. The respective borings were dry and open to their completion depths upon completion of the drilling operations as indicated on the boring logs. It should be noted, however, that the crushed stone base materials encountered beneath the existing hot mix asphaltic concrete (HMAC) pavement section at Core Location C-1, and the silty sand (bedding sand) encountered beneath the existing Portland cement concrete (PCC) pavement section at Core Location C-2, were relatively moist at the time of our investigation. Likewise, the subgrade soils beneath the silty sand (bedding sand) encountered at Core Location C-2, were relatively moist and soft as evidenced by the ease of advancing the borehole using hand drilling and sampling techniques. It is our opinion that the moist condition of the crushed stone base materials and/or the silty sand (bedding sand), as well as the relatively moist and soft condition of the subgrade soils noted in C-2 are the result of prolonged periods of perched (trapped) water contained within the aggregate base layer and/or pervious sand layer immediately beneath the pavement sections.

It should be recognized that groundwater levels will fluctuate with variations in seasonal precipitation, and surficial runoff. If construction occurs during or following periods of heavy rainfall, shallow groundwater should be anticipated in the form of seepage within the granular soil layers. Future construction activities may also alter the surface and subsurface drainage characteristics of this site. Therefore, the depth of groundwater should

be verified just prior to construction. If there is a noticeable change from the conditions reported herein, Alliance Geotechnical Group, Inc. should be notified immediately to review the effects it may have on the design recommendations. It is not possible to accurately predict the magnitude of subsurface water fluctuation that might occur based upon short-term observations.

Shallow groundwater levels are not desired for optimum pavement performance. At the time of our investigation (borings drilled November 3 and 21, 2017, after several years of relatively prolonged periods of hot and dry (drought) summer and mild winter weather conditions), shallow groundwater seepage was not encountered during drilling operations. However, due to the presence of highly plastic (CH) clay soils at this site and the potential for trapping surface water within granular (aggregate) base layers, subgrade drainage systems should be provided adjacent to all pavement sections containing granular (aggregate) base materials, if applicable. The purpose of the subsurface drainage system is to intercept any surface water and/or groundwater seepage trapped (perched) within the adjacent granular (aggregate) base layers. In addition, due to the sloping topography along the proposed hangar access taxilane and the presence of soft subgrade soils in the low lying area of the site (probably due to standing water), subgrade drainage improvements should be considered for this project to aid in the long term performance of the new pavement sections. In addition, due to the sloping topography along the proposed hangar access taxilane, subgrade drainage improvements should be considered in other areas of the site in an attempt to intercept groundwater seepage from the adjacent sloping (and elevated) landscape during the construction phase. Specifically, subgrade drainage systems should be considered in areas where the adjacent landscape is elevated significantly above the pavement sections. This applies to areas where the adjacent landscape is elevated significantly above the pavement sections or where portions of the alignment are elevated significantly above the adjacent pavement sections. Recommendations regarding subgrade drainage improvements are presented in the following section of this report, Section 6.9, Pavement Subgrade Drainage.

5.4 Evaluation of Sulfate Concentrations

Analytical testing was performed on representative samples of the subgrade soils to determine their concentrations of sulfates in accordance with TxDOT Test Method Tex-145E, Part II (Colorimetric Method) for evaluation of the potential for sulfate induced heave. Results of these tests are summarized on Figure 7. Large detectable gypsiferous crystals were not detected during visual examination of the test samples. Likewise, test results indicated concentrations of sulfates within the selected test samples ranging from less than 100 parts per million (ppm) to about 340 ppm. According to recent research regarding "sulfate induced heave", sulfate concentrations in excess of 2,000 ppm (threshold level) indicates a moderate potential for "sulfate induced heave" if these soils are treated lime, cement, fly-ash or other additives having a pH in excess of 10. Sulfate concentrations in excess of 5,000 ppm indicates a high potential for "sulfate induced heave". Likewise, concentrations in excess of 10,000 ppm indicates that a serious problem associated with "sulfate induced heave" could occur during or after construction. Since concentrations of sulfates in the selected subgrade samples ranged from less than 100 ppm to about 304 ppm (well below the threshold level of 2,000 ppm), the subgrade soils encountered at the site should be suitable for treatment with stabilization additives.

6. ANALYSES AND GEOTECHNICAL RECOMMENDATIONS

The recommendations given in this report were prepared exclusively for KSA Engineers, Inc., the East Texas Regional Airport, Gregg County, Texas, and their design consultants. The information supplied herein is applicable for the design of the previously described improvements to be constructed at the location indicated at this site and should not be used for any other purpose.

6.1 Aircraft Loading Conditions

As requested by the client, pavement sections were analyzed and developed for the mixture of design aircraft loading conditions listed below, including the various aircraft, gear type, maximum gross takeoff (taxi) weight, estimated annual operations, and corresponding estimated annual departures of the individual aircraft. At the request of the client, pavement analyses and design studies were performed for a 20-year design life, utilizing these aircraft traffic loading conditions with a 0.5% annual traffic growth rate.

<u>Aircraft Type</u>	<u>Gear (Wheel) Type</u>	<u>Maximum Gross Takeoff Weight (lbs.)</u>	<u>Annual Operations of Individual Aircraft</u>	<u>Annual Departures of Individual Aircraft</u>
Cessna Citation CJ2	Single	12,500	100	50
Cessna Citation CJ3	Single	13,870	70	35
Cessna CitationJet/CJ1	Single	11,850	200	100
Cessna Citation II/Bravo	Single	15,100	100	50
Cessna Citation V/ Ultra/Encore	Single	16,300	150	75
Cessna Excel/XLS	Single	20,200	120	60
Cessna Citation Sovereign	Dual	30,775	8	4
Cessna Citation X	Dual	21,600	30	15
Bombardier (Canadair) Challenger 300	Dual	38,850	60	30
Bombardier Challenger 600/601/604	Dual	48,200	12	6
Embraer Phenom 100	Single	10,582	20	10
Embraer Phenom 300	Single	17,968	30	15
Eclipse 500	Single	5,950	60	30
Gulfstream G280	Dual	39,600	10	5
Gulfstream IV/G400	Dual	73,200	100	50
BAe HS 125/700-800/ Hawker 800	Dual	28,000	20	10
Bombardier Learjet 60	Dual	23,500	10	5
Learjet 75	Dual	21,500	10	5
Ratheon Premier 1/ 390 Premier 1	Single	12,500	16	8

6.2 Pavement Subgrade Design Parameters

The new pavement sections will be designed and constructed to meet FAA design requirements, based on aircraft traffic and loading conditions provided by the Engineer. Final grading plans were not completed at the time of this report. However, based on visual observations of the existing topography and discussions with the Engineer, it is assumed

that minimal site grading (cuts and fills of less than about 1 to 2 feet) will be required to achieve finished along the east end of the new taxilane, abutting the existing Apron pavements, while cuts of up to about 2 to 3 feet may be required along the west end of the new taxilane. Isolated areas may require additional site grading to facilitate surface water drainage improvements and new construction. Therefore, exposed subgrade soils are anticipated to consist of highly plastic (CH) clay soils. It is recommended that the subgrade soils in all pavement areas be treated with stabilization additives to provide a stable working platform for new pavement construction and increase the long term performance of the new pavement sections.

Based on our experience with the subgrade soils at this site, California Bearing Ratio (CBR) test results performed on the highly plastic (CH) clay soils typically reveal "design" CBR values ranging from about 2 to 4. It should be noted that these CBR values represent "soaked" subgrade conditions and are not always indicative of actual field conditions. Typically, natural (not reworked and/or recompacted) clay soils having moisture contents 6 to 7 (or higher) percentage points above their respective optimum moisture values tend to yield (pump) during proofrolling operations. Therefore, it cannot be overemphasized that the proofrolling is imperative to assure that a firm subgrade is present beneath the new pavement sections. The proofrolling operations should be performed prior to lime treatment operations to ensure that a firm subgrade is present prior to treatment operations. Based on our experience with the clay subgrade soils at this site, and the above recommendation regarding proofrolling of the subgrade soils prior to construction, it recommended that a CBR value of about 3 be used for the design of these pavement sections. It is our opinion that a CBR value of 3 is relatively conservative and should be representative of actual field conditions. The recommended CBR value indicated below for pavement design is based on the assumption that a firm subgrade (verified by proofrolling), having adequate moisture content and density, be provided and maintained during construction.

It should be noted that FAA pavement design criteria indicates that a CBR value of 20 be used for subbase materials (FAA Item P-154). Materials meeting this specification consist of hard, durable particles or fragments of granular aggregates. Based on our experience, lime treated subgrade soils (subbase) meeting FAA Item P-155 typically exhibit CBR values ranging from about 10 to 20 at about 95% standard Proctor density compaction. Therefore, it is recommended that a CBR value of about 12 (for lime treated subgrade soils) be used for the design of these pavement sections. Since surface and subsurface drainage improvements are planned and subgrade stabilization will be performed for this project, it is our opinion that a CBR value of 12 is relatively conservative and should be representative of actual field conditions.

Pavement design requires the use of soil properties or the results of specific tests to determine appropriate design parameters. Based on the results of the field and laboratory investigation, on soil plasticity properties and the above recommendations concerning providing firm subgrade soils, the following parameters were used:

Subgrade Soil:	Clays and Silty Clays
Classification by USCS:	CH
California Bearing Ratio (CBR):	
Subgrade:	3 (E = 4,500 psi)
Subbase (Lime Treated Subgrade):	12 (E = 18,000 psi)

6.3 FAA Pavement Analyses and Design Studies

Pavement analyses and design studies have been performed in accordance with FAA methods using the FAA Airport Pavement Design Computer Program, FAARFIELD, v 1.42, and the Advisory Circular AC 150/5320-6F, Airport Pavement Design and Evaluation, dated 11/10/2016. As requested by the client, pavement sections were analyzed and developed for the design aircraft loading conditions as outlined above in Section 6.1, Aircraft Loading Conditions. Print-outs of these pavement design studies are included in the Appendix.

Due to the presence of highly plastic (CH) clay soils anticipated in the upper soil profile, rigid pavement sections are preferred over flexible pavement sections. Portland concrete pavement sections are capable of resisting differential ground movements caused by seasonal shrink/swell of the highly active clay soils. Differential ground movements are much more evident beneath asphalt pavement sections due to the low flexural strength of the asphaltic concrete.

If hot mix asphaltic concrete (HMAC) pavement sections must be used due to economic considerations, it is recommended that full depth asphalt pavement sections be utilized for this project in lieu of using flexible base (crushed stone) due to the presence of highly active clays. Full depth asphalt pavement sections placed over lime stabilized subgrade soils is more likely to resist cracking at the ground surface caused by differential ground movements. It is believed that flexible base pavement sections using a crushed stone base course will require more frequent maintenance.

In addition, due to the presence of highly plastic (CH) clay soils and the potential for trapping surface water within granular (aggregate) base layers, subgrade drainage systems should be considered adjacent to all pavement sections containing granular (aggregate) base materials. Surface water has the potential of infiltrating granular (aggregate) base materials through joints in the pavement, as well as along the pavement edges. When saturated, granular (aggregate) base materials experience a significant reduction in their load bearing characteristics, resulting in premature deterioration of the pavement sections. Likewise, perched (trapped) water within the granular (aggregate) base materials cause swelling, as well as strength loss, of clay subgrade soils, ultimately resulting in premature deterioration of the pavement sections. In addition, in accordance with paragraph 3.13.1 of Advisory Circular AC 150/5320-6F, Airport Pavement Design and Evaluation, dated 11/10/2016, "non-drained pervious granular layers must not be located between two impervious layers, which is referred to as sandwich construction. This is to prevent trapping water in the granular layer, which could result in a loss of pavement strength and performance." Therefore, due to the potential for trapping surface water within granular (crushed stone) base layers, it is recommended that a pavement section containing a stabilized base course (hot mix asphaltic concrete) be utilized for this project in lieu of a granular (aggregate (crushed stone)) base course.

If granular base materials (crushed aggregate base course) must be used due to economic considerations, subgrade drainage improvements should be considered to aid in the long term performance of the pavement sections. The purpose of the subsurface drainage system is to intercept any surface water and/or groundwater seepage trapped (perched) within the adjacent granular (aggregate) base layers. Recommendations regarding subgrade drainage improvements are presented in the following section of this report, Section 6.9, Pavement Subgrade Drainage.

6.3.1 Rigid (Portland Cement Concrete) Pavement Design

Utilizing the procedures outlined in Advisory Circular AC 150/5320-6F, Airport Pavement Design and Evaluation, dated 11/10/2016, and the FAA Airport Pavement Design Computer Program, FAARFIELD v 1.42, the following rigid (Portland cement concrete) pavement section was determined. Using FAARFIELD, the treated subbase/subgrade (FAA Item P-155) is referred to as an “User Defined” layer having a CBR of 12 and an associated Modulus (E) value of 18,000 psi. It should be noted that the minimum thickness of stabilized base course (FAA Item P-401 / P-403) allowed by the FAARFIELD computer program is 5 inches. In order to allow placement of the stabilized base course (HMAC – FAA Item P-403) in one (1) 4-inch thick lift, the stabilized base course was referred to as a “Variable St (flex)” having a Modulus E value of 400,000 psi. Print-outs of these pavement design studies are included in the Appendix.

Pavement Course	Pavement Component	Thickness (inch)	
Surface Course	Portland Cement Concrete, FAA Item P-501, Minimum 650 psi Flexural Strength at 28 days. All coarse aggregate shall consist of crushed stone.	9.0	9.0
Stabilized Base Course	Hot Mix Asphaltic Concrete, FAA Item P-401 or Item P-403 (3/4" or 1" maximum nominal size aggregate, 50-gyratation (Superpave) gyratory compaction)	4.0	---
Aggregate Base Course	Crushed Aggregate Base Course, FAA Item P-209, compacted in maximum 8-inch lifts to a minimum of 95% of the modified Proctor maximum dry density (ASTM D1557), at a moisture content within three percentage points ($\pm 3\%$) of optimum moisture.	---	9.0 ⁽¹⁾
Subgrade (Subbase Course)	Lime Stabilized Subgrade, FAA Item P-155, minimum 8% hydrated lime by dry weight (minimum 54 pounds per square yard), compacted to a minimum of 95% standard Proctor maximum dry density (ASTM D698), at a moisture content within three percentage points ($\pm 3\%$) of optimum moisture.	8.0	8.0

NOTE: In accordance with Advisory Circular AC 150/5320-6F, Airport Pavement Design and Evaluation, dated 11/10/2016, the pavement component thicknesses indicated above are rounded to the nearest 0.5 inch.

⁽¹⁾ **If the design section includes granular base materials (crushed aggregate base course), subgrade drainage improvements should be considered to aid in the long term performance of the pavement sections.**

Careful attention should be given to subgrade preparation, subgrade treatment, and drainage since pavement performance is highly dependent on proper subgrade support and drainage. Guideline specifications for the installation of pavement subgrade, and cement treated subgrade are provided in the following sections of this report. Concrete flexural strength (Modulus of Rupture) should be at least 650 psi at 28 days. It is recommended

that concrete pavement be jointed, reinforced, if applicable, and load transfer dowels provided in accordance with FAA Standards.

6.3.2 Flexible (Hot Mix Asphaltic Concrete) Pavement Design

FAARFIELD, by default, computes the structural thickness required for the base course, using a subbase layer which is assumed to provide the equivalent bearing capacity of a CBR 20 subgrade. Since the design subbase course (FAA Item P-155) is assumed to have a CBR value of 12, the final pavement design consists of an iterative process whereby the thickness of the respective base courses (Stabilized Base Course (FAA Item P-401/P-403) or Aggregate Base Course (FAA Item P-209) are varied in order to compute a subbase thickness (FAA Item P-155) of less than eight (8) inches. Using FAARFIELD, the treated subbase/subgrade (FAA Item P-155) is referred to as an "User Defined" layer having a CBR of 12 and an associated Modulus (E) value of 18,000 psi.

Utilizing the procedures outlined in Advisory Circular AC 150/5320-6F, Airport Pavement Design and Evaluation, dated 11/10/2016, and the FAA Airport Pavement Design Computer Program, FAARFIELD v 1.42, the following flexible (Hot Mix Asphaltic Concrete) pavement sections were determined. Print-outs of these pavement design studies are included in the Appendix.

Pavement Course	Pavement Component	Thickness (inch)	
Surface Course	Hot Mix Asphaltic Concrete, FAA Item P-401 (1/2" maximum nominal size aggregate, 50-gyraton (Superpave) gyratory compaction)	4.0	4.0
Stabilized Base Course	Hot Mix Asphaltic Concrete, FAA Item P-401 or Item P-403 (3/4" or 1" maximum nominal size aggregate, 50-gyraton (Superpave) gyratory compaction)	6.0	---
Aggregate Base Course	Crushed Aggregate Base Course, FAA Item P-209, compacted in maximum 8-inch lifts to a minimum of 95% of the <u>modified</u> Proctor maximum dry density (ASTM D1557), at a moisture content within three percentage points ($\pm 3\%$) of optimum moisture.	---	11.5 ⁽¹⁾
Subgrade (Subbase Course)	Lime Stabilized Subgrade, FAA Item P-155, minimum 8% hydrated lime by dry weight (minimum 54 pounds per square yard), compacted to a minimum of 95% <u>standard</u> Proctor maximum dry density (ASTM D698), at a moisture content within three percentage points ($\pm 3\%$) of optimum moisture.	8.0	8.0

NOTE: In accordance with Advisory Circular AC 150/5320-6F, Airport Pavement Design and Evaluation, dated 11/10/2016, the pavement component thicknesses indicated above are rounded to the nearest 0.5 inch.

⁽¹⁾ If the design section includes granular base materials (crushed aggregate base course), subgrade drainage improvements should be considered to aid in the long term performance of the pavement sections.

Careful attention should be given to subgrade preparation, subgrade treatment, and drainage since pavement performance is highly dependent on proper subgrade support and drainage. Guideline specifications for the installation of pavement subgrade, cement treated subgrade, flexible base course, and asphaltic concrete (HMAC) pavement are provided in the following sections of this report.

6.4 Differential Upward Pavement Movements

It is important to consider the potential for differential upward pavement movement due to post-construction soil swelling in areas where new pavement construction is performed adjacent to existing pavement sections. Optimum moisture levels are usually present beneath existing pavement sections since the existing pavement section serves as a moisture barrier in preventing moisture losses in the underlying clays. This is illustrated by the moisture contents of the subgrade soils encountered at Core Location C-1 and C-2. However, where new construction is performed over unpaved and unprotected highly plastic clay soils exposed to moisture losses through evaporation, the clay soils in these unprotected areas usually have a higher swell potential (higher PVR) unless construction occurs during the rainy season when the surficial clays are moist. However, if construction occurs during or after prolonged periods of hot and dry weather conditions, the surficial clays will dry rapidly, resulting in a higher swell potential.

As indicated above, at the time of our investigation (borings drilled November 3, 2017), the clay soils in the upper soil profile at Boring B-1 were relatively moist, likely due to ponding water within the low lying area of this site. Therefore, the potential for differential pavement movement is not considered to be large at the present time due to the relatively moist condition of the underlying clay soils. At the present time, differential PVR is estimated to be on the order of about one (1) to two (2) inches. If construction occurs during or after prolonged periods of hot and dry weather and the surficial clays are allowed to become dry and desiccated, differential upward pavement movements on the order of two (2) to five (5) inches could occur between the existing pavement section and the proposed new construction, due to post-construction swelling of the active CH clay soils beneath new (presently unprotected) construction.

On previous paving projects where new pavement sections are constructed over expansive clay soils, the standard of care used was to reduce the differential PVR to less than about one (1) inch by means of excavation/mechanical reworking or water injection stabilization. Differential movements of greater magnitude can generally be tolerated if the concrete pavement section is thickened (adjacent to existing pavements) and/or provided with reinforcement to resist differential post-construction upward ground movements due to soil swelling.

Due to the relatively small paving area abutting existing pavements, water pressure injection to pre-swell the clay soils at this site would likely be cost prohibitive. Therefore, it appears that excavation/mechanical reworking of the on-site clays would be required to reduce the potential for post-construction upward pavement movements.

Due to the presence of highly plastic (CH) clay soils anticipated in the upper soil profile at this site, excavation/mechanical reworking of the on-site clays (in areas adjacent to existing paving) in moisture and density controlled lifts may be required to minimize potential upward pavement movements. If construction occurs in late winter or spring (after the rainy season), it is possible that excavation/mechanical reworking of the clay subgrade soils may

not be required. However, if construction occurs in late summer or fall (after prolonged periods of hot and dry weather conditions), the near surface clay soils will become desiccated due to the hot and dry weather conditions, and excavation/mechanical reworking of the clay subgrade soils should be considered to minimize the potential for differential upward pavement movements due to post-construction soil swelling. Excavation/mechanical reworking of the on-site clays (in areas presently unpaved) in moisture controlled lifts should be considered to minimum depths of about 36 inches (3 feet) below the bottom of the lime treated subgrade as outlined in the following section in order to minimize potential upward pavement movements. The potential for differential upward pavement movements due to post-construction soil swelling is of particular concern adjacent to and/or within about 100 feet of existing pavement sections. The depth (below the bottom of the lime treated subgrade soils) of excavation/mechanical reworking of the clay subgrade soils may be tapered from a minimum depth of 36 inches below the bottom of the lime treated subgrade soils within 50 feet of existing pavement sections to about 18 inches below the bottom of the lime treated subgrade soils from about 50 to 100 feet of existing pavement sections. A contingency for this additional subgrade preparation and stabilization, if required, should be included as a possible line item in the construction documents. During construction, the subgrade soils shall be inspected by an experienced Alliance Geotechnical Group, Inc. geotechnical engineer to evaluate the moisture condition of the clay subgrade soils and/or field delineate areas requiring excavation/mechanical reworking at the time of construction.

6.5 Pavement Subgrade Preparation

Final grading plans were not completed at the time of this report. However, based on visual observations of the existing topography and discussions with the Engineer, it is assumed that minimal site grading (cuts and fills of less than about 1 to 2 feet) will be required to achieve finished along the east end of the new taxilane, abutting the existing Apron pavements, while cuts of up to about 2 to 3 feet may be required along the west end of the new taxilane. Isolated areas may require additional site grading to facilitate surface water drainage improvements and new construction. Therefore, exposed subgrade soils are anticipated to consist of highly plastic (CH) clay soils. It is recommended that the subgrade soils in all pavement areas be treated with stabilization additives to provide a stable working platform for new pavement construction and increase the long term performance of the new pavement sections.

Due to the presence of highly plastic (CH) clay soils in the upper soils at this site, excavation/mechanical reworking of the on-site clays in moisture and density controlled lifts in areas adjacent to existing paving should be considered to minimize potential upward pavement movements, as discussed above in Section 6.3, Differential Upward Pavement Movements. Excavation/mechanical reworking of the on-site clays in moisture controlled lifts, if required, should be performed as outlined below.

Prior to lime treatment operations, it is recommended that analytical testing be performed on representative samples of the (untreated) subgrade soils after the pavement areas have been brought to final subgrade elevation to determine their concentrations of sulfates for evaluation of the potential for sulfate induced heave. Subgrade soils suitable for lime stabilization operations shall have sulfate concentrations of 1,000 parts per million (ppm) or less as determined by TxDOT Test Method Tex-145E, Part II (Colorimetric Method).

Surface drainage is critical to the performance of these pavements. Water should be allowed to exit the pavement surface quickly. The maximum slope of the finished grades allowed by FAA should be used for this project. It cannot be overemphasized that it is imperative that a firm subgrade condition be provided (verified by proofrolling) and maintained during construction. Recommended earthwork construction and pavement subgrade preparation procedures are as follows:

1. Remove and waste any surface vegetation, organic topsoil, loose organics, debris, and any undesirable materials from the construction area. Usable topsoil should be stockpiled for later use in landscaping. Topsoil is defined as the surface soil layer containing organic matter and minor plant roots, free of debris or other deleterious materials.

As part of the site preparation, good surface drainage should be initiated at the beginning of construction and maintained thereafter to prevent ponding of water in the pavement and fill areas. Surface water should be pumped immediately from the construction area after each rain and a firm subgrade maintained.

2. As indicated above, due to the presence of highly plastic (CH) clay soils in the upper soils profile at this site, excavation/mechanical reworking of the on-site clays in moisture and density controlled lifts in areas adjacent to existing paving may be required to minimize potential upward pavement movements, as discussed above in Section 6.3, Differential Upward Pavement Movements.

It is recommended that shallow test pit excavations be performed by the contractor (at the time of construction) within the areas presently unpaved. In cut areas, the soil shall be cut to grade prior to excavation of the shallow test pits. In place (nuclear) density tests (ASTM D6938) should then be performed on the subgrade soils at each 6-inch depth increment (and six (6) inch (probe depth) tests) to depths of at least 30 inches below the bottom of the lime treated subgrade at each test pit excavation (i.e., six (6) inch (probe depth) tests at a depth corresponding to the bottom of the lime treated subgrade; at a depth of about six (6) inches below the bottom of the lime treated subgrade; at a depth of about twelve (12) inches below the bottom of the lime treated subgrade; etc. to a depth of about thirty (30) inches below the bottom of the lime treated subgrade). If the moisture content of the clay subgrade soils at the time of construction meets project specifications, based on the plasticity index (PI) of the respective subgrade soils, excavation/mechanical reworking of the subgrade soils will not be required. During construction, the subgrade soils shall be inspected by an experienced Alliance Geotechnical Group, Inc. geotechnical engineer to field delineate areas requiring excavation/mechanical reworking at the time of construction.

If excavation/mechanical reworking of the on-site clays within presently unpaved areas in moisture and density controlled lifts is required to minimize potential upward pavement movements, the upper 38 inches of subgrade (to a depth of about 30 inches below the bottom of the 8-inch thick lime treated subgrade) shall be excavated and stockpiled on-site. Where possible, excavation shall extend a minimum of five (5) feet beyond the limits of the pavement section. The underlying clay subgrade soils at the base of the excavation shall then be scarified to a minimum depth of six (6) inches, the moisture content adjusted and the subgrade recompacted in accordance with Item 4, below. Subsequent fill placement should be performed in maximum six (6) inch lifts in

accordance with the moisture content and density requirements indicated below, Item 4. The first lift of fill shall be placed within 48 hours of satisfactory compaction of the underlying subgrade soils. Likewise, subsequent lifts of fill shall be placed and compacted within 48 hours of satisfactory compaction of the previous lift of fill.

The potential for differential upward pavement movements due to post-construction soil swelling is of particular concern adjacent to and/or within about 100 feet of existing pavement sections. The depth (below the bottom of the lime treated subgrade soils) of excavation/mechanical reworking of the clay subgrade soils may be tapered from a minimum depth of 36 inches below the bottom of the lime treated subgrade soils within 50 feet of existing pavement sections to about 18 inches below the bottom of the lime treated subgrade soils from about 50 to 100 feet of existing pavement sections.

Note: A pulverizing rotary mixer (commonly used during subgrade stabilization operations) shall be used to achieve a relatively uniform moisture content within each lift of clay fill, as specified above, prior to compaction of each lift.

3. All pavement and fill areas shall be proofrolled prior to fill placement and/or new pavement construction to detect any areas of weakness. In cut areas, the soil shall be cut to rough grade prior to proofrolling. The proofrolling should be accomplished using a heavy (25 ton or greater total weight) pneumatic tired roller making several passes over the areas. The proofrolling operations should be observed by an experienced Alliance Geotechnical Group, Inc. engineer or geotechnician to verify that firm non-yielding subgrade soils are present. Any soft or compressible areas detected during proofrolling shall be undercut until firm soil is exposed. Low areas resulting from undercutting shall be filled in compacted lifts in accordance with Item 4, below. It cannot be overemphasized that the proofrolling is imperative to assure that a firm subgrade is present beneath the new pavement section. It is also imperative that a firm subgrade be provided and maintained during construction.
4. In fill areas, scarify the exposed subgrade (after proofrolling) to a minimum depth of eight (8) inches, adjust the moisture content and recompact to within the limits indicated below. Sandy soils having a plasticity index (PI) of 15 or less shall be compacted to a minimum of 95% of the maximum density defined by ASTM D698 (standard Proctor), at a moisture content within three percentage points ($\pm 3\%$) of the optimum moisture value. Sandy clay soils having a plasticity index (PI) between 16 and 25 shall be compacted to a minimum of 95% of the maximum density defined by ASTM D698 (standard Proctor), at a moisture content ranging from optimum to five percentage points above the optimum moisture value (Optimum to +5%). Clay soils having a plasticity index (PI) of 26 or more shall be compacted to between 95% and 100% of the maximum density defined by ASTM D698 (standard Proctor), at a moisture content ranging from two to six percentage points above the optimum moisture value (+2% to +6%). The recommended moisture content at the time of compaction and the density limits are listed below based on the plasticity index (PI) of the respective subgrade and/or fill soils. Overcompaction shall not be allowed.

<u>Plasticity Index (PI)</u>	<u>Moisture Content Range at Time of Compaction (%)</u>	<u>Percent Maximum Dry Density (%) *</u>
≤ 15	±3%	95% +
16 to 25	Optimum to +5%	95% +
≥ 26	+2% to +6%	95% to 100%

* Percent of the maximum density defined by ASTM D-698 (standard Proctor).

- Where fill is required to achieve the desired grades, such material may consist of on-site clay soils, or their approved off site equal. All off-site clay fill soils shall be free of organic matter, or rock fragments larger than two (2) inches in any dimension, and possessing a plastic index (PI) between 10 and 55, with a liquid limit of 80 or less. Use of rock fragments and/or soil clods greater than two (2) inches in any dimension should be prohibited, since attaining uniform moisture and density without voids would be difficult. All fill shall be placed in properly benched horizontal lifts not exceeding eight (8) inches in thickness and compacted in accordance with the moisture content and density requirements indicated above in Item 4. The first lift of fill shall be placed within 48 hours of satisfactory compaction of the underlying subgrade soils. Likewise, subsequent lifts of fill shall be placed and compacted within 48 hours of satisfactory compaction of the previous lift of fill.

Analytical testing shall be performed on all off-site fill soils required for grading operations prior to placement operations to determine their concentrations of sulfates for evaluation of the potential for sulfate induced heave. Acceptable off-site fill soils shall have sulfate concentrations of 1,000 parts per million (ppm) or less as determined by TxDOT Test Method Tex-145E, Part II (Colorimetric Method).

All fill shall be placed in properly benched horizontal lifts not exceeding eight (8) inches in thickness and compacted in accordance with the moisture content and density requirements indicated above in Item 4. If shallow fills are required along sideslopes, the sideslopes shall be properly benched prior to fill placement to allow placement of fill soils in horizontal compacted lifts. Horizontal benches must be sufficiently wide to accommodate both the construction equipment and to allow for the related placement and compaction operations. Placement of fill soils in sloped lifts shall not be allowed, regardless of fill depths. Where cuts are required along existing sideslopes, the slopes should be compacted after excavation to final grade to tighten the surficial soils loosened during excavation operations.

- The upper eight (8) inches of the subgrade in all pavement areas should be lime treated in accordance with the applicable provisions of Item P-155 of the latest change to the Federal Aviation Administration (FAA) Standards for Specifying Construction of Airports, AC 150/5370-10G, dated July 21, 2014. A minimum of eight percent (8%) hydrated lime (minimum 54 pounds per square yard for an eight (8) inch treatment depth) should be used in all pavement areas as outlined below in Section 6.5, Lime Treatment of Pavement Subgrade Soils.

Prior to lime treatment operations, analytical testing should be performed on the subgrade soils after the pavement areas have been brought to final subgrade elevation

to determine their concentrations of sulfates for evaluation of the potential for sulfate induced heave. As a minimum, analytical testing should be performed on the subgrade soils at a rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater. Subgrade soils suitable for lime stabilization operations shall have sulfate concentrations of 1,000 parts per million (ppm) or less as determined by TxDOT Test Method Tex-145E, Part II (Colorimetric Method).

7. Verify compaction of pavement fill and/or treated subgrade soils by in-place (nuclear) density tests (ASTM D6938) at the rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater, for each lift of material placed.

At each in-place density test location performed on the treated subgrade soils, a representative sample of the treated subgrade soils shall be obtained and laboratory oven dried moisture content tests (ASTM D2216) performed to determine the moisture content of the subgrade soils. The dry density values used for evaluating compaction levels (percent density) shall be calculated based on the wet density values determined in the field in accordance with ASTM D6938 (nuclear method) and the oven dried moisture contents determined in the laboratory in accordance with ASTM D2216.

Areas adjacent to existing pavement should be compacted per specification requirements so that a strip of poorly compacted soils is not left due to access limitations of the heavy equipment. Hand compaction equipment may be required to achieve adequate compaction levels along edges of new construction abutting existing pavement sections. This includes compaction of the treated and untreated subgrade soils.

8. Each construction area should be shaped to provide drainage of surface water. Surface water should not be allowed to pond. Surface water should be pumped immediately from each construction area after each rain and a firm subgrade maintained.
9. The moisture content and density within the completed subgrade shall be maintained during construction, until application of the prime coat has been completed, if applicable.

6.6 Lime Treatment of Pavement Subgrade Soils

Lime treatment of the pavement subgrade soils should be accomplished with the applicable provisions of Item P-155 of the latest change to the Federal Aviation Administration (FAA) Standards for Specifying Construction of Airports, AC 150/5370-10G, dated July 21, 2014. The compaction requirements indicated below should be specified in lieu of the requirements recommended by the FAA.

Prior to lime treatment operations, analytical testing should be performed on the subgrade soils after the pavement areas have been brought to final subgrade elevation to determine their concentrations of sulfates for evaluation of the potential for sulfate induced heave. As a minimum, analytical testing should be performed on the subgrade soils at a rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater. Subgrade soils suitable for lime stabilization operations shall have sulfate concentrations of 1,000 parts per million (ppm) or less as determined by TxDOT Test Method Tex-145E, Part II (Colorimetric Method).

Where possible, it would be beneficial to treat the subgrade soils at least five (5) feet beyond the proposed paving limits. These extended limits should aid in reducing pavement movements and cracking along the pavement edges due to seasonal moisture variations after construction.

Lime should be added to the subgrade after removal of all surface vegetation and debris. A minimum of eight percent (8%) hydrated lime should be used in all pavement areas. The required application rate for an eight percent (8%) treatment depth of eight (8) inches is outlined below.

<u>Application (percent)</u>	<u>Depth of Treatment (inches)</u>	<u>Lime Required (pounds/square yard)*</u>
8	8	54

- * The recommended lime quantities have been adjusted to compensate for construction tolerances (non-uniformity) associated with lime spreading and rotary mixing.

Rotary mixing to depths in excess of those specified should be prohibited in order to prevent dilution of the required lime dosage. The mixing depths during construction should not be less than the specified depth of treatment and should be no more than one (1) inch deeper than the specified treatment depth.

Project specifications should allow a “mellowing” period between initial and final mixing of the lime stabilized soils. After initial mixing, the lime treated subgrade should be lightly rolled and maintained at or within 5 percentage points above the soil’s optimum moisture content until final mixing and compaction. We recommend a minimum 3-day “mellowing” period for these soils.

Approval of final mixing operations should be based on pulverization (field gradation) tests with at least 100 percent of the treated materials passing the 1-inch sieve, and at least 60 percent of the treated soil passing the No. 4 sieve, at a moisture content near optimum. Pulverization (field gradation) tests shall be performed at the rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater, for each lift of treated material.

The lime treated soil should be compacted to a minimum of 95 percent of the maximum dry density defined by the standard Proctor test (ASTM D698), at a moisture content within three percentage points ($\pm 3\%$) of the optimum moisture value determined by the standard Proctor test (ASTM D698).

Verify compaction of pavement subgrade by in-place (nuclear) density tests (ASTM D6938) performed at the rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater, for each lift of material placed. At each in-place density test location, a representative sample of the treated subgrade soils shall be obtained and laboratory oven dried moisture content tests (ASTM D2216) performed to determine the moisture content of the subgrade soils. The dry density

values used for evaluating compaction levels (percent density) shall be calculated based on the wet density values determined in the field in accordance with ASTM D6938 (nuclear method) and the oven dried moisture contents determined in the laboratory in accordance with ASTM D2216.

Untreated leveling sand should be specifically prohibited beneath pavement areas during final grading (after stabilization), since these more porous soils can allow water inflow, resulting in strength loss of subgrade soils. It should be specified that only lime treated soil will be allowed for fine grading. After fine grading each area in preparation for paving, the subgrade surface should be lightly moistened, as needed, and recompacted to obtain a tight non-yielding subgrade.

After blue top stakes have been set in preparation for fine grading, the depth of the treated subgrade should be measured to verify that the specified depth of treatment has been achieved below final pavement subgrade elevation. Verify thickness of the lime treated subgrade soils at the rate of at least one test per 300 square yards of surface area, in accordance with FAA standards.

It cannot be overemphasized that the mixing depths be monitored during construction in order to prevent dilution of the required lime dosage. The rotary mixing depth during construction should not be less than the specified depth of treatment and should be no more than one (1) inch deeper than the specified treatment depth.

The moisture content and density within the completed subgrade shall be maintained during construction, until application of the prime coat has been completed, if applicable.

6.7 Crushed Aggregate Base Course

1. Crushed aggregate base material shall comply with specifications for Item P-209 of the latest change to the Federal Aviation Administration (FAA) Standards for Specifying Construction of Airports, AC 150/5370-10G, dated July 21, 2014.
2. The material should be scarified, wetted, mixed, bladed, and rolled to secure a uniform mixture complying with specifications.
3. The uniform mixture should be compacted in maximum eight (8) inch lifts to at least 95 percent (95%) of the maximum density defined by ASTM D1557 (Modified Proctor), at a moisture content within three percentage points (± 3) of the optimum moisture value.
4. Verify compaction of crushed aggregate subbase by in-place (nuclear) density tests (ASTM D6938) at the rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater, for each lift of material placed

Areas adjacent to existing pavement should be compacted per specification requirements so that a strip of poorly compacted crushed aggregate subbase is not left due to access limitations of the heavy equipment. Hand compaction equipment may be required to achieve adequate compaction levels along edges of new construction abutting existing pavement sections.

5. After fine grading, the depth of crushed aggregate subbase materials should be measured to verify that the specified depth (thickness) of subbase materials has been provided. Verify thickness of the flexible base materials at the rate of at least one test per 1,000 square yards of surface area (of the final lift, if multiple lifts required) or a minimum of three (3) tests per construction area, whichever is greater.
6. Each construction area should be shaped to provide drainage of surface water. Surface water should not be allowed to pond. Surface water should be pumped immediately from each construction area after each rain and a firm base maintained.
7. The moisture content and density within the completed subbase course shall be maintained during construction.

6.8 Hot Mix Asphaltic Concrete

1. Hot mix asphaltic concrete (HMAC) Surface Course placed in aircraft pavement areas shall be designed in accordance with Item P-401 (1/2" maximum nominal size aggregate, 50-yrations (Superpave) gyratory compaction) of the latest change to the Federal Aviation Administration (FAA) Standards for Specifying Construction of Airports, AC 150/5370-10G, dated July 21, 2014.

Hot mix asphaltic concrete (HMAC) Stabilized Base Course placed in aircraft pavement areas may be designed in accordance with Item P-401 or Item P-403 (3/4" or 1" maximum nominal size aggregate, 50-yrations (Superpave) gyratory compaction) of the latest change to the Federal Aviation Administration (FAA) Standards for Specifying Construction of Airports, AC 150/5370-10G, dated July 21, 2014.

Current mix designs (within the last 12 months) should be furnished by the paving contractor (or supplier) prior to paving operations for each type of asphaltic concrete placed at this site.

2. The placement temperature and lay-down thickness of hot mix asphaltic concrete should be monitored during placement operations. Hot Mix Asphaltic Concrete (FAA Item P-401 or P-403) samples should be obtained and laboratory tests performed in accordance with the rates (frequencies) indicated by the FAA guidelines. Asphaltic concrete cores should be obtained for verification of thickness and in-place density in accordance with the rates (frequencies) indicated by the FAA guidelines.

6.9 Pavement Subgrade Drainage

Shallow groundwater levels are not desired for optimum pavement performance. Shallow groundwater levels cause strength loss of granular (aggregate) base and/or subgrade soils, resulting in premature deterioration of the pavement sections. At the time of our investigation (borings drilled April 8, 2017, after relatively prolonged periods of hot and dry (drought) summer and mild winter weather conditions), shallow groundwater seepage was not encountered during drilling operations.

Due to the presence of highly plastic (CH) clay soils at this site and the potential for trapping surface water within granular (aggregate) base layers, subgrade drainage systems should be provided adjacent to all pavement sections containing granular (aggregate) base materials, if applicable. The purpose of the subsurface drainage system is to intercept any

surface water and/or groundwater seepage trapped (perched) within the adjacent granular (aggregate) base layers. Surface water has the potential of infiltrating granular (aggregate) base materials through joints in the pavement, as well as along the pavement edges. When saturated, the granular (aggregate) base materials experience a significant reduction in their load bearing characteristics, resulting in premature deterioration of the pavement sections. Likewise, perched (trapped) water within the granular (aggregate) base materials cause swelling, as well as strength loss, of clay subgrade soils, ultimately resulting in premature deterioration of the pavement sections. In addition, in accordance with paragraph 3.13.1 of Advisory Circular AC 150/5320-6F, Airport Pavement Design and Evaluation, dated 11/10/2016, “non-drained pervious granular layers must not be located between two impervious layers, which is referred to as sandwich construction. This is to prevent trapping water in the granular layer, which could result in a loss of pavement strength and performance.” The purpose of the subsurface drainage system is to intercept any surface water and/or groundwater seepage trapped (perched) within the adjacent granular (aggregate) base layers. Therefore, if granular base materials (crushed stone base course) must be used due to economic considerations, subgrade drainage improvements should be considered to aid in the long term performance of the pavement sections.

It is important to note that subsurface drains can be effective in improving subgrade drainage. However, subgrade drainage will not prevent future increases in the subgrade moisture content since all moisture infiltration cannot be intercepted. If the design sections are to include subgrade drainage improvements, it is recommended that subgrade drains be installed along the pavement edges to depths of at least three (3) feet below final pavement subgrade. The subgrade drains shall be installed no greater than one (1) foot behind the edge of pavement, and shall be connected to the granular (aggregate) base course. In addition, lateral drains should also be considered in order to intercept water beneath the pavement section. These lateral drains should be connected to the edge drain systems. The subgrade drains shall be sloped to allow gravity drainage to convenient discharge points. The subgrade drainage system may consist of a conventional french drain system or a manufactured edge drain system. If a manufactured edge drain system is used, the edge drains shall be installed in accordance with the manufacturer's recommendations. Due to the significant amounts of fines (silt and clay) present within the existing subsurface soils, a suitable needle-punched, non-woven filter fabric such as Mirafi 140N, or an approved equal, shall be placed between the free draining granular backfill and the existing soils to prevent migration of fines and possible eventual clogging of the drainage system. The extra layer of filter fabric shall be installed in addition to the filter fabric wrapping the perforated pipe (conventional french drain system) or the filter fabric provided for the manufactured edge drain systems. This design detail shall be utilized regardless of the type of edge drain construction.

6.10 Quality Assurance

1. The suitability of on-site and/or off-site fill materials and asphalt materials should be verified by laboratory testing prior to installation at the jobsite.
2. The Moisture-Density Relationship (Proctor curves) of each material type should be determined prior to compaction. Such tests typically require at least three (3) to four (4) days to complete.
3. Prior to lime treatment operations, analytical testing should be performed on the subgrade soils after the pavement areas have been brought to final subgrade elevation to determine their concentrations of sulfates for evaluation of the potential for sulfate

induced heave. As a minimum, analytical testing should be performed on the subgrade soils at a rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater. Subgrade soils suitable for lime stabilization operations shall have sulfate concentrations of 1,000 parts per million (ppm) or less as determined by TxDOT Test Method Tex-145E, Part II (Colorimetric Method).

4. Pulverization (field gradation) tests should be performed on the treated subgrade soils at the rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater.
5. In-place (nuclear) density tests (ASTM D6938) should be performed at the rate of at least one (1) test per 1,000 square yards (SY) of surface area or a minimum of three (3) tests per construction area per lift, whichever is greater.

At each in-place density test location performed on the treated subgrade soils, a representative sample of the treated subgrade soils shall be obtained and laboratory oven dried moisture content tests (ASTM D2216) performed to determine the moisture content of the subgrade soils. The dry density values used for evaluating compaction levels (percent density) shall be calculated based on the wet density values determined in the field in accordance with ASTM D6938 (nuclear method) and the oven dried moisture contents determined in the laboratory in accordance with ASTM D2216.

Compliance with compaction specifications should be required prior to the placement of additional lifts.

6. After fine grading, verify thickness of the treated subgrade soils at the rate of at least one test per 300 square yards of surface area, in accordance with FAA standards.
7. After fine grading, verify thickness of the flexible (aggregate) base materials, if applicable, at the rate of at least one test per 1,000 square yards of surface area or a minimum of three (3) tests per construction area, whichever is greater.
8. The placement temperature and lay-down thickness of hot mix asphaltic concrete should be monitored during placement operations.

Hot Mix Asphaltic Concrete (FAA Item P-401 or P-403) samples should be obtained and laboratory tests performed in accordance with the rates (frequencies) indicated by the FAA guidelines. Asphaltic concrete cores should be obtained for verification of thickness and in-place density in accordance with the rates (frequencies) indicated by the FAA guidelines.

9. Portland cement concrete pavement (FAA Item P-501) shall be sampled and tested in accordance with the rates (frequencies) indicated by the FAA guidelines. Concrete placed for aircraft paving shall have a minimum concrete flexural strength (Modulus of Rupture) of 650 psi at 28 days.
10. One set of four (4) concrete test cylinders shall be cast along with one air test and one slump test per every 60 cubic yards or less, for each day's placement of Structural Concrete and shall be tested for compressive strength as indicated below. One (1)

concrete test cylinder shall be tested 7 days after placement, while two (2) concrete test cylinders shall be tested 28 days after placement. One (1) concrete test cylinder shall be held (not tested), unless required for confirmation of companion 28-day concrete compressive strength results (within ASTM standards of acceptable test results for companion cylinders).

7. INSPECTION AND TESTING

Many problems can be avoided or solved in the field if proper inspection and testing services are provided. It is recommended that all site and subgrade preparation, proofrolling, fill placement, and pavement construction be monitored by a qualified engineering technician. Density tests should be performed to verify compaction and moisture content of all earthwork. Inspection should be performed prior to and during concrete placement operations. Alliance Geotechnical Group, Inc. employs a group of experienced, well-trained technicians for inspection and construction materials testing. We would be pleased to assist on this project phase.

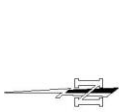
8. LIMITATIONS

The professional services, which have been performed, the findings obtained, and the recommendations prepared were accomplished in accordance with currently accepted geotechnical engineering principles and practices. Although our field personnel visually survey the site for surface features indicative of variable soil conditions, the possibility always exists that the subsurface conditions at the site may vary somewhat from those encountered in the boreholes. The number and spacing of test borings were chosen in such a manner as to decrease the possibility of undiscovered abnormalities, while considering the nature of loading, size, and cost of the project. If there are any unusual conditions differing significantly from those described herein, Alliance Geotechnical Group, Inc. should be notified immediately so that the effects of these conditions on design and construction can be addressed.

This study was conducted for the exclusive use of KSA Engineers, Inc., the East Texas Regional Airport, Gregg County, Texas, and their design consultants. The reproduction of this report or any part thereof, in plans or other documents supplied to persons other than the owner, should bear language indicating that the information contained therein is for general design purposes. All contractors referring to this geotechnical report should draw their own conclusions for bidding purposes. This report is intended to guide preparation of project specifications and should not be used as a substitute for the project specifications.

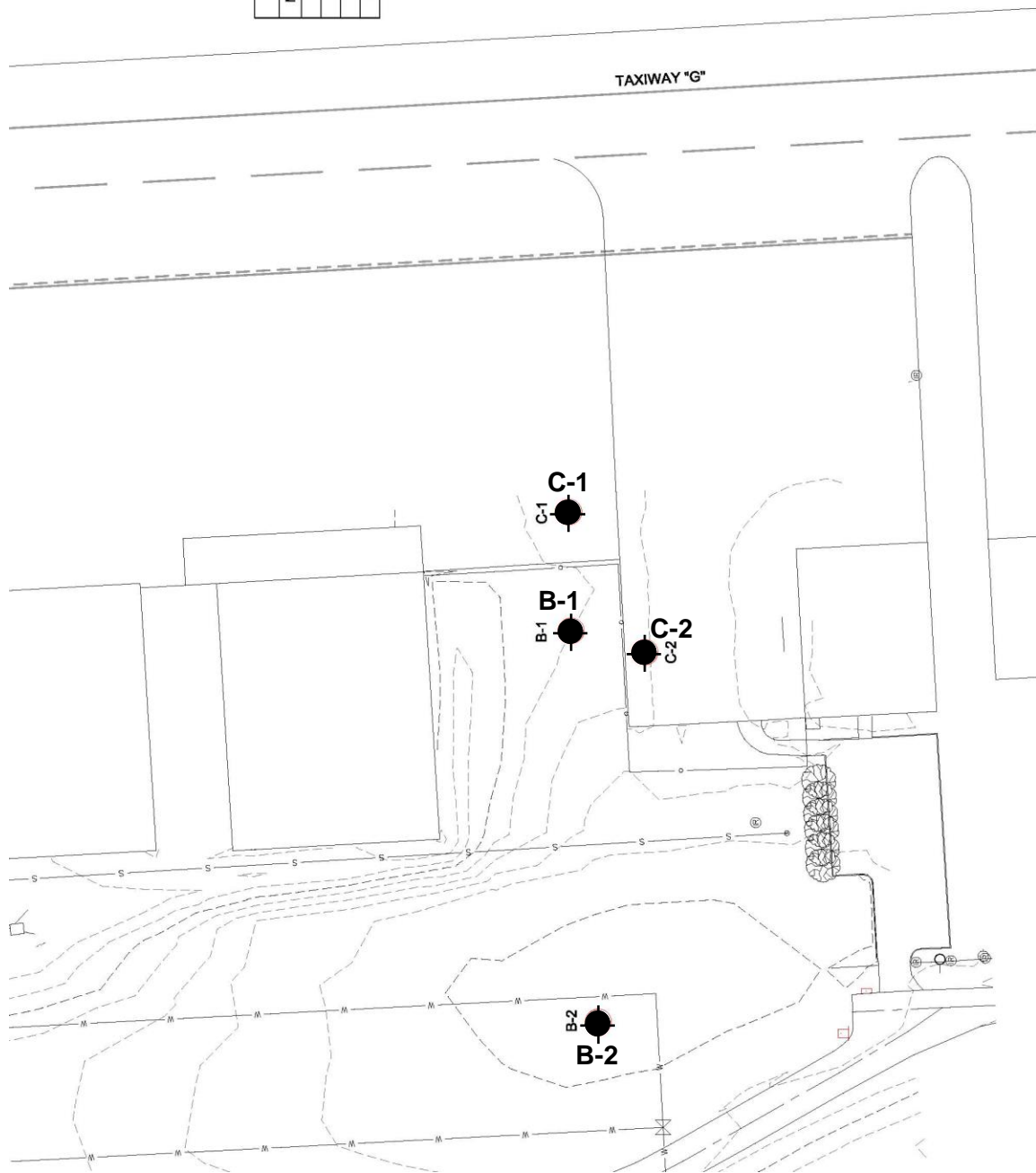
We will retain the samples acquired for this project for a period of 60 days subsequent to the submittal date printed on the report. After this period, the samples will be discarded unless otherwise notified by the client in writing.

ILLUSTRATIONS



0 60'
GRAPHIC SCALE IN FEET

BORE LOCATIONS			
NO.	NORTHING	EASTING	ELEV.
B-1	6842474.91	3135474.59	366.58
B-2	6842469.07	3135241.10	370.40
C-1	6842476.32	3135545.54	366.40
C-2	6842431.86	3135461.88	366.93



LEGEND
● Approximate Boring Location



TBPE Firm #1970
317 W. Harrison Road
Longview, Texas 75604
(903) 759-5395

**New Hangar Access Taxilane
Southwest Hangar
Development
East Texas Regional Airport
Gregg County, Texas**

PLAN OF BORINGS

Scale:
As Shown

Project No.:
LE17-018

**FIGURE
NO.
1**

LOG OF BORING BORING B-1

Project: **Hangar Access Taxilane; Southwest Hangar Development; ETRA; Gregg Co., TX**

Project No.: **LE17-018**

Surface Elev.: **366.58**

Date Drilled: **11-3-17**

Location: **See Plan of Borings - Figure 1**

Northing: **6842474.91**

Easting: **3135474.59**

Depth to water at completion of boring: **Dry (Backfilled)**

Depth to water when checked: **N/A**

was: **N/A**

Depth to caving when checked: **N/A**

was: **N/A**

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI	-200 %	D.D. pcf	P.PEN tsf	UNCON. tsf
0		Soft reddish brown & light gray CLAY w/ ironstone fragments (CH)								
365	4/6" 7/6" 8/6"	Stiff to very stiff light grayish brown to grayish brown silty CLAY w/ numerous iron stained fractures	39	87	32	55	98		2.25	
2.5	4/6" 7/6" 9/6"		40	91	31	60	99		2.25	
362.5		(CH)								
5	7/6" 12/6" 16/6"	Hard grayish brown to dark grayish brown silty CLAY w/ numerous iron stained fractures	36	82	46	36	98		4.5++	
360										
7.5										
357.5	10/6" 14/6" 18/6"		37	79	48	31	98		4.5++	
10		(CH)								
355										
12.5										
352.5										
15										
350										

Notes: Completion Depth: 10'

Boring Backfilled with Soil Cuttings and Tamped Upon Completion.

FIGURE NO.: 2

LOG OF BORING BORING B-2

Project: **Hangar Access Taxilane; Southwest Hangar Development; ETRA; Gregg Co., TX**

Project No.: **LE17-018**

Surface Elev.: **370.40**

Date Drilled: **11-3-17**

Location: **See Plan of Borings - Figure 1**

Northing: **6842459.07**

Easting: **3135241.10**

Depth to water at completion of boring: **Dry (Backfilled)**

Depth to water when checked: **N/A**

was: **N/A**

Depth to caving when checked: **N/A**

was: **N/A**

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI	-200 %	D.D. pcf	P.PEN tsf	UNCON. tsf
370	7/6" 12/6" 13/6"	Hard reddish brown & light gray CLAY w/ ironstone fragments	23	58	19	39	80		4.5+	
367.5	4/6" 7/6" 8/6"	-stiff to very stiff below 2.5'	30	65	21	44	93		2.0	
365	4/6" 7/6" 7/6"		32	55	24	31	94		2.0	
362.5	5/6" 7/6" 11/6"	(CH) Stiff to very stiff light grayish brown to grayish brown silty CLAY w/ numerous iron stained fractures	39	88	30	58	98		2.5	
360		(CH)								
357.5	5/6" 9/6" 11/6"	Very stiff to hard grayish brown to dark grayish brown silty CLAY w/ numerous iron stained fractures & occasional silty sand seams & layers	41	92	41	51	99		4.0	
355		-2" silty sand layer @ 14.5' (CH)								

Notes: Completion Depth: 15'

Boring Backfilled with Soil Cuttings and Tamped Upon Completion.

FIGURE NO.: 3

LOG OF BORING BORING C-1

Project: **Hangar Access Taxilane; Southwest Hangar Development; ETRA; Gregg Co., TX**

Project No.: **LE17-018**

Surface Elev.: **366.40**

Date Drilled: **11-21-17**

Location: **See Plan of Borings - Figure 1**

Northing: **6842476.32**

Easting: **3135545.54**

Depth to water at completion of boring: **Dry (Backfilled)**

Depth to water when checked: **N/A**

was: **N/A**

Depth to caving when checked: **N/A**

was: **N/A**

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI	-200 %	D.D. pcf	P.PEN tsf	UNCON. tsf
0 365 2.5 362.5 5 360 7.5 357.5 10 355 12.5 352.5 15 350		8.75" Asphaltic Concrete Pavement 7.25" Crushed Stone Base (Sandstone) 11"± Lime Treated Subgrade (Hard)							4.5++	
		Light grayish brown to grayish brown silty CLAY w/ numerous iron stained fractures (CH)	40	99	36	63	97			

Notes: Completion Depth: 3'

Boring Backfilled with Soil Cuttings, Tamped and the Surface Patched Upon Completion.

FIGURE NO.: 4

LOG OF BORING BORING C-2

Project: **Hangar Access Taxilane; Southwest Hangar Development; ETRA; Gregg Co., TX**

Project No.: **LE17-018**

Surface Elev.: **366.93**

Date Drilled: **11-21-17**

Location: **See Plan of Borings - Figure 1**

Northing: **6842431.86**

Easting: **3135461.68**

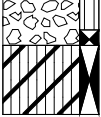
Depth to water at completion of boring: **Dry (Backfilled)**

Depth to water when checked: **N/A**

was: **N/A**

Depth to caving when checked: **N/A**

was: **N/A**

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI	-200 %	D.D. pcf	P.PEN tsf	UNCON. tsf
0		4.75" PCC Pavement								
		2"± Silty SAND (Bedding Sand)								
365		Light grayish brown to grayish brown silty CLAY w/ numerous iron stained fractures (CH)	38	98	29	69	95			
2.5										
362.5										
5										
360										
7.5										
357.5										
10										
355										
12.5										
352.5										
15										
350										

Notes: Completion Depth: 1.5'

Boring Backfilled with Soil Cuttings, Tamped and the Surface Patched Upon Completion.

FIGURE NO.: 5

KEY TO LOG TERMS & SYMBOLS

Symbol Description

Strata symbols



CLAY



silty CLAY



Asphaltic Concrete Pavement Section



Portland Cement Concrete Pavement Section

Soil Samplers



Auger



Standard Penetration Test (SPT)



Pavement Core w/ Diamond Tipped Core Barrel



Bulk sample obtained using hand drilling and sampling techniques

Notes:

1. Exploratory borings were drilled on dates indicated using standard truck-mounted drilling equipment.
2. Water level observations are noted on boring logs.
3. Results of laboratory tests conducted on samples recovered are reported on the boring logs.

Abbreviations used are:

MC = natural moisture content (%)

LL = liquid limit (%)

PL = plastic limit (%)

PI = plasticity index (%)

-200 = percent fines passing the #200 sieve (%)

D.D. = dry unit weight (pcf)

P.Pen. = hand penetrometer (tsf)

UNCON. = unconfined compression (tsf)

NP = Non-Plastic (PI=0)

W = Weight of Drill Rods & Hammer

FIGURE NO.: 6

SUMMARY OF RESULTS

SULFATE CONTENT IN SOILS – COLORIMETRIC METHOD (TEX-145-E, PART II)

Boring Number	Depth (ft)	Material Description	Sulfate Content (PPM)
B-1	0.5 – 1	Light grayish brown to grayish brown silty CLAY w/ numerous iron stained fractures (CH)	340
B-2	2.5 – 3	Reddish brown & light gray CLAY w/ ironstone fragments (CH)	< 100

NOTE: Large detectable gypsiferous crystals were not detected during visual examination of the test samples. According to published research regarding "sulfate induced heave", sulfate concentrations in excess of 2,000 ppm (threshold level) indicates a moderate potential for "sulfate induced heave" if these soils are treated with lime, cement, fly-ash or other additives having a pH in excess of 10. Sulfate concentrations in excess of 5,000 ppm indicates a high potential for "sulfate induced heave". Likewise, concentrations in excess of 10,000 ppm indicates that a serious problem associated with "sulfate induced heave" could occur during or after construction.

FIGURE NO.: 7

SUMMARY OF RESULTS

ATTERBERG LIMIT DETERMINATION ON LIME STABILIZED SOILS

Location: B-1
Depth: 0.5' – 1'
Description: Light Grayish Brown to Grayish Brown Silty CLAY with Numerous Iron Stained Fractures (CH)

<u>LIME CONTENT (%)</u>	<u>LIQUID LIMIT (%)</u>	<u>PLASTIC LIMIT (%)</u>	<u>PLASTICITY INDEX (PI)</u>
0	87	32	55
4	79	41	38
6	76	54	22
8	76	61	15
10	75	60	15
12	75	61	14

Location: B-2
Depth: 2.5' – 3'
Description: Reddish Brown & Light Gray CLAY with Ironstone Fragments (CH)

<u>LIME CONTENT (%)</u>	<u>LIQUID LIMIT (%)</u>	<u>PLASTIC LIMIT (%)</u>	<u>PLASTICITY INDEX (PI)</u>
0	65	21	44
4	61	36	25
6	59	40	19
8	58	44	14
10	57	45	12

FIGURE NO.: 8

APPENDIX

**FAA PAVEMENT ANALYSES AND DESIGN STUDIES
(PRINT-OUTS FROM FAARFIELD COMPUTER DESIGN PROGRAM)**

FAARFIELD

FAARFIELD v 1.42 - Airport Pavement Design

PCC Surface w/ Stabilized Base

Section PCC_HMAC in Job LE17-018.

Working directory is F:\DATA\FAARFIELD Data Files\

The structure is New Rigid.

Design Life = 20 years.

A design for this section was completed on 12/04/17 at 15:13:04.

Pavement Structure Information by Layer, Top First

No.	Type	Thickness in	Modulus psi	Poisson's Ratio	Strength R,psi
1	PCC Surface	8.55	4,000,000	0.15	650
2	P-401/ P-403 St (flex)	5.00	400,000	0.35	0
3	User Defined	7.50	18,000	0.00	0
4	Subgrade	0.00	4,500	0.40	0

Total thickness to the top of the subgrade = 21.05 in

Airplane Information

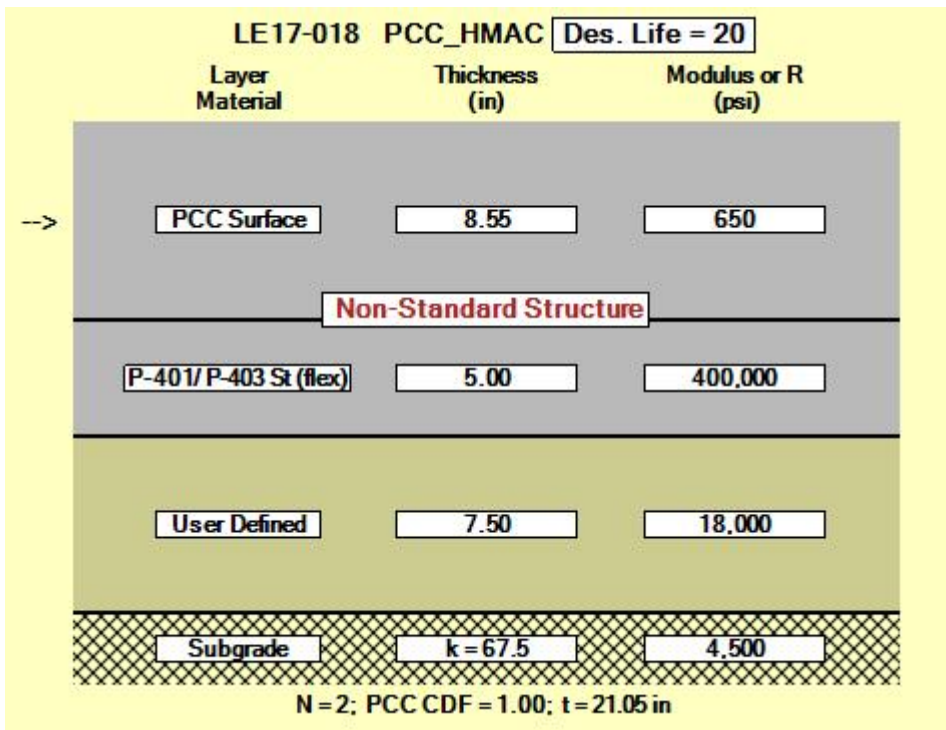
No.	Name	Gross Wt. lbs	Annual Departures	% Annual Growth
1	S-12.5	12,500	50	0.50
2	S-12.5	13,870	35	0.50
3	S-12.5	11,850	100	0.50
4	S-15	15,100	50	0.50
5	S-15	16,300	75	0.50
6	S-20	20,200	60	0.50
7	D-30	30,775	4	0.50
8	Citation-X	21,600	15	0.50
9	D-35	38,850	30	0.50
10	Challenger-CL-604	48,200	6	0.50
11	S-10	10,582	10	0.50
12	S-15	17,968	15	0.50
13	S-5	5,950	30	0.50
14	Gulfstream-G-II	39,600	5	0.50
15	Gulfstream-G-IV	73,200	50	0.50
16	Hawker-800	28,000	10	0.50
17	Learjet-55	23,500	5	0.50
18	Learjet-35A/65A	21,500	5	0.50
19	S-12.5	12,500	8	0.50

Additional Airplane Information

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
-----	------	---------------------	-------------------------	--------------

1	S-12.5	0.00	0.00	3.94
2	S-12.5	0.00	0.00	3.94
3	S-12.5	0.00	0.00	3.94
4	S-15	0.00	0.00	3.60
5	S-15	0.00	0.00	3.60
6	S-20	0.00	0.00	3.82
7	D-30	0.00	0.00	4.89
8	Citation-X	0.00	0.00	6.54
9	D-35	0.00	0.00	4.66
10	Challenger-CL-604	0.00	0.00	5.04
11	S-10	0.00	0.00	4.40
12	S-15	0.00	0.00	3.60
13	S-5	0.00	0.00	6.21
14	Gulfstream-G-II	0.00	0.00	4.49
15	Gulfstream-G-IV	1.00	1.00	4.53
16	Hawker-800	0.00	0.00	6.36
17	Learjet-55	0.00	0.00	8.61
18	Learjet-35A/65A	0.00	0.00	8.68
19	S-12.5	0.00	0.00	3.94

User is responsible for checking frost protection requirements.



FAARFIELD

FAARFIELD v 1.42 - Airport Pavement Design

PCC Surface w/ Stabilized Base

Section PCC_HMAC in Job LE17-018-2.

Working directory is F:\DATA\FAARFIELD Data Files\

The structure is New Rigid.

Design Life = 20 years.

A design for this section was completed on 12/04/17 at 15:56:03.

Pavement Structure Information by Layer, Top First

No.	Type	Thickness in	Modulus psi	Poisson's Ratio	Strength R,psi
1	PCC Surface	8.79	4,000,000	0.15	650
2	Variable St (flex)	4.00	400,000	0.35	0
3	User Defined	7.50	18,000	0.00	0
4	Subgrade	0.00	4,500	0.40	0

Total thickness to the top of the subgrade = 20.29 in

Airplane Information

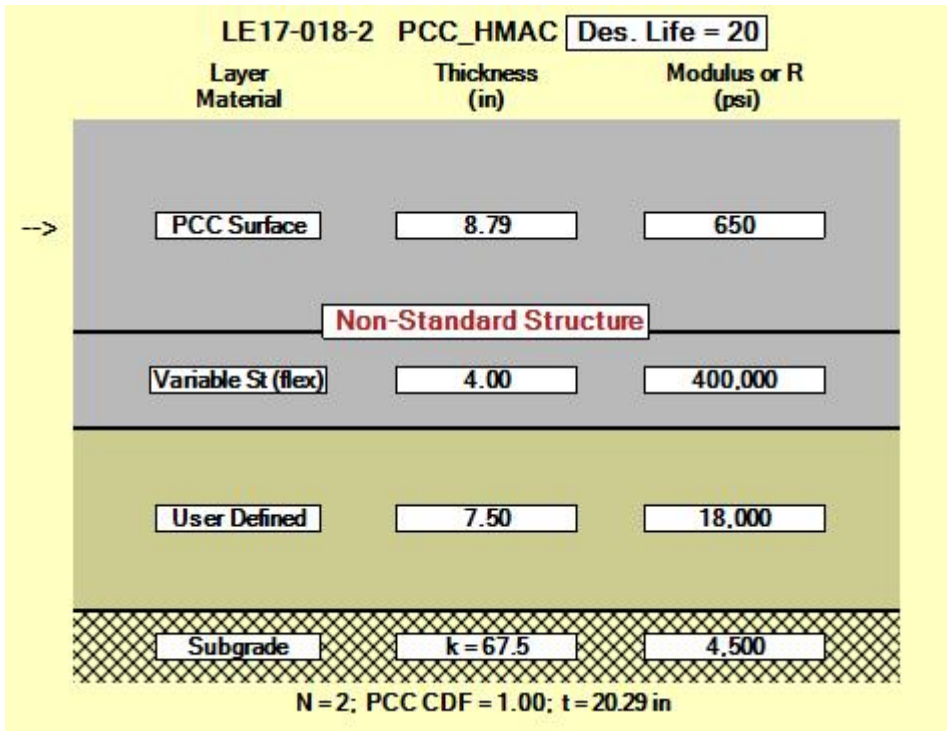
No.	Name	Gross Wt. lbs	Annual Departures	% Annual Growth
1	S-12.5	12,500	50	0.50
2	S-12.5	13,870	35	0.50
3	S-12.5	11,850	100	0.50
4	S-15	15,100	50	0.50
5	S-15	16,300	75	0.50
6	S-20	20,200	60	0.50
7	D-30	30,775	4	0.50
8	Citation-X	21,600	15	0.50
9	D-35	38,850	30	0.50
10	Challenger-CL-604	48,200	6	0.50
11	S-10	10,582	10	0.50
12	S-15	17,968	15	0.50
13	S-5	5,950	30	0.50
14	Gulfstream-G-II	39,600	5	0.50
15	Gulfstream-G-IV	73,200	50	0.50
16	Hawker-800	28,000	10	0.50
17	Learjet-55	23,500	5	0.50
18	Learjet-35A/65A	21,500	5	0.50
19	S-12.5	12,500	8	0.50

Additional Airplane Information

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
-----	------	---------------------	-------------------------	--------------

1	S-12.5	0.00	0.00	3.94
2	S-12.5	0.00	0.00	3.94
3	S-12.5	0.00	0.00	3.94
4	S-15	0.00	0.00	3.60
5	S-15	0.00	0.00	3.60
6	S-20	0.00	0.00	3.82
7	D-30	0.00	0.00	4.89
8	Citation-X	0.00	0.00	6.54
9	D-35	0.00	0.00	4.66
10	Challenger-CL-604	0.00	0.00	5.04
11	S-10	0.00	0.00	4.40
12	S-15	0.00	0.00	3.60
13	S-5	0.00	0.00	6.21
14	Gulfstream-G-II	0.00	0.00	4.49
15	Gulfstream-G-IV	1.00	1.00	4.53
16	Hawker-800	0.00	0.00	6.36
17	Learjet-55	0.00	0.00	8.61
18	Learjet-35A/65A	0.00	0.00	8.68
19	S-12.5	0.00	0.00	3.94

User is responsible for checking frost protection requirements.



FAARFIELD

PCC Surface w/ Aggregate Base

FAARFIELD v 1.42 - Airport Pavement Design

Section PCC_Flex_9 in Job LE17-018-2.

Working directory is F:\DATA\FAARFIELD Data Files\

The structure is New Rigid.

Design Life = 20 years.

A design for this section was completed on 12/04/17 at 16:54:24.

Pavement Structure Information by Layer, Top First

No.	Type	Thickness in	Modulus psi	Poisson's Ratio	Strength R,psi
1	PCC Surface	8.81	4,000,000	0.15	650
2	P-209 Cr Ag	9.00	52,515	0.35	0
3	User Defined	7.50	18,000	0.35	0
4	Subgrade	0.00	4,500	0.40	0

Total thickness to the top of the subgrade = 25.31 in

Airplane Information

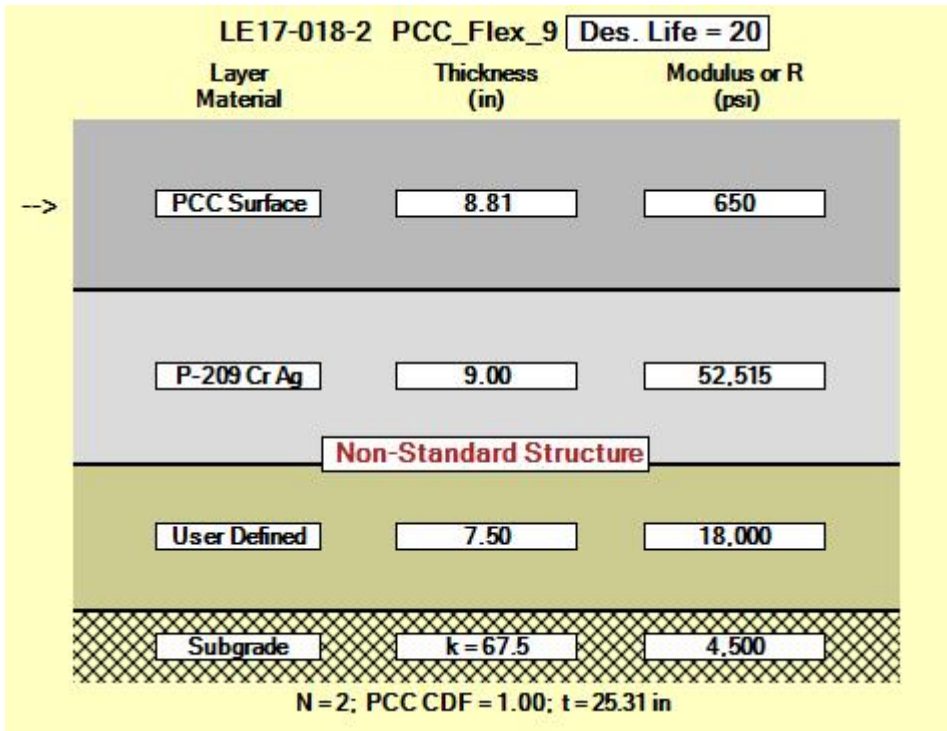
No.	Name	Gross Wt. lbs	Annual Departures	% Annual Growth
1	S-12.5	12,500	50	0.50
2	S-12.5	13,870	35	0.50
3	S-12.5	11,850	100	0.50
4	S-15	15,100	50	0.50
5	S-15	16,300	75	0.50
6	S-20	20,200	60	0.50
7	D-30	30,775	4	0.50
8	Citation-X	21,600	15	0.50
9	D-35	38,850	30	0.50
10	Challenger-CL-604	48,200	6	0.50
11	S-10	10,582	10	0.50
12	S-15	17,968	15	0.50
13	S-5	5,950	30	0.50
14	Gulfstream-G-II	39,600	5	0.50
15	Gulfstream-G-IV	73,200	50	0.50
16	Hawker-800	28,000	10	0.50
17	Learjet-55	23,500	5	0.50
18	Learjet-35A/65A	21,500	5	0.50
19	S-12.5	12,500	8	0.50

Additional Airplane Information

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
-----	------	---------------------	-------------------------	--------------

1	S-12.5	0.00	0.00	3.94
2	S-12.5	0.00	0.00	3.94
3	S-12.5	0.00	0.00	3.94
4	S-15	0.00	0.00	3.60
5	S-15	0.00	0.00	3.60
6	S-20	0.00	0.00	3.82
7	D-30	0.00	0.00	4.89
8	Citation-X	0.00	0.00	6.54
9	D-35	0.00	0.00	4.66
10	Challenger-CL-604	0.00	0.00	5.04
11	S-10	0.00	0.00	4.40
12	S-15	0.00	0.00	3.60
13	S-5	0.00	0.00	6.21
14	Gulfstream-G-II	0.00	0.00	4.49
15	Gulfstream-G-IV	1.00	1.00	4.53
16	Hawker-800	0.00	0.00	6.36
17	Learjet-55	0.00	0.00	8.61
18	Learjet-35A/65A	0.00	0.00	8.68
19	S-12.5	0.00	0.00	3.94

User is responsible for checking frost protection requirements.



FAARFIELD

FAARFIELD v 1.42 - Airport Pavement Design

HMAC Surface w/ Stabilized Base

Section FullDepth in Job LE17-018.

Working directory is F:\DATA\FAARFIELD Data Files\

The structure is New Flexible. Asphalt CDF was not computed.

Design Life = 20 years.

A design for this section was completed on 12/04/17 at 16:34:26.

Pavement Structure Information by Layer, Top First

No.	Type	Thickness in	Modulus psi	Poisson's Ratio	Strength R,psi
1	P-401/ P-403 HMA Surface	4.00	200,000	0.35	0
2	P-401/ P-403 St (flex)	6.00	400,000	0.35	0
3	User Defined	7.28	18,000	0.35	0
4	Subgrade	0.00	4,500	0.35	0

Total thickness to the top of the subgrade = 17.28 in

Airplane Information

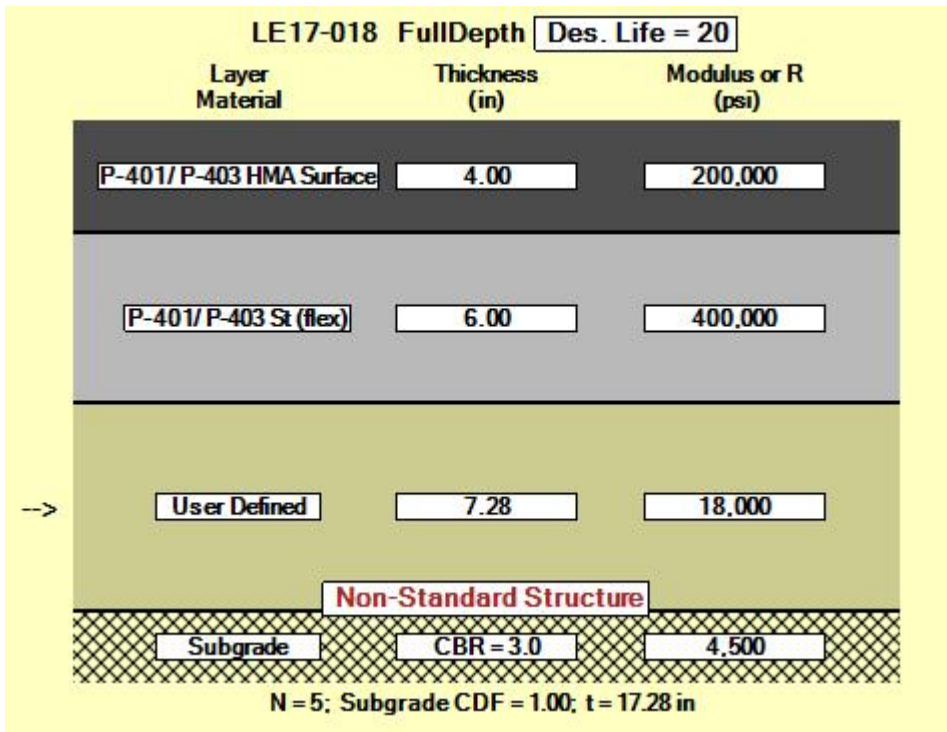
No.	Name	Gross Wt. lbs	Annual Departures	% Annual Growth
1	S-12.5	12,500	50	0.50
2	S-12.5	13,870	35	0.50
3	S-12.5	11,850	100	0.50
4	S-15	15,100	50	0.50
5	S-15	16,300	75	0.50
6	S-20	20,200	60	0.50
7	D-30	30,775	4	0.50
8	Citation-X	21,600	15	0.50
9	D-35	38,850	30	0.50
10	Challenger-CL-604	48,200	6	0.50
11	S-10	10,582	10	0.50
12	S-15	17,968	15	0.50
13	S-5	5,950	30	0.50
14	Gulfstream-G-II	39,600	5	0.50
15	Gulfstream-G-IV	73,200	50	0.50
16	Hawker-800	28,000	10	0.50
17	Learjet-55	23,500	5	0.50
18	Learjet-35A/65A	21,500	5	0.50
19	S-12.5	12,500	8	0.50

Additional Airplane Information

Subgrade CDF

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
1	S-12.5	0.00	0.00	2.95
2	S-12.5	0.00	0.00	2.95
3	S-12.5	0.00	0.00	2.95
4	S-15	0.00	0.00	2.86
5	S-15	0.00	0.00	2.86
6	S-20	0.00	0.00	2.92
7	D-30	0.00	0.00	2.05
8	Citation-X	0.00	0.00	2.28
9	D-35	0.00	0.00	2.03
10	Challenger-CL-604	0.00	0.00	1.94
11	S-10	0.00	0.00	3.06
12	S-15	0.00	0.00	2.86
13	S-5	0.00	0.00	3.38
14	Gulfstream-G-II	0.00	0.00	1.97
15	Gulfstream-G-IV	1.00	1.00	1.97
16	Hawker-800	0.00	0.00	2.22
17	Learjet-55	0.00	0.00	2.36
18	Learjet-35A/65A	0.00	0.00	2.36
19	S-12.5	0.00	0.00	2.95

User is responsible for checking frost protection requirements.



FAARFIELD

FAARFIELD v 1.42 - Airport Pavement Design

HMAC Surface w/ Aggregate Base

Section HMAC_Flex in Job LE17-018.

Working directory is F:\DATA\FAARFIELD Data Files\

The structure is New Flexible. Asphalt CDF was not computed.

Design Life = 20 years.

A design for this section was completed on 12/04/17 at 16:35:35.

Pavement Structure Information by Layer, Top First

No.	Type	Thickness in	Modulus psi	Poisson's Ratio	Strength R,psi
1	P-401/ P-403 HMA Surface	4.00	200,000	0.35	0
2	P-209 Cr Ag	11.50	56,366	0.35	0
3	User Defined	7.22	18,000	0.35	0
4	Subgrade	0.00	4,500	0.35	0

Total thickness to the top of the subgrade = 22.72 in

Airplane Information

No.	Name	Gross Wt. lbs	Annual Departures	% Annual Growth
1	S-12.5	12,500	50	0.50
2	S-12.5	13,870	35	0.50
3	S-12.5	11,850	100	0.50
4	S-15	15,100	50	0.50
5	S-15	16,300	75	0.50
6	S-20	20,200	60	0.50
7	D-30	30,775	4	0.50
8	Citation-X	21,600	15	0.50
9	D-35	38,850	30	0.50
10	Challenger-CL-604	48,200	6	0.50
11	S-10	10,582	10	0.50
12	S-15	17,968	15	0.50
13	S-5	5,950	30	0.50
14	Gulfstream-G-II	39,600	5	0.50
15	Gulfstream-G-IV	73,200	50	0.50
16	Hawker-800	28,000	10	0.50
17	Learjet-55	23,500	5	0.50
18	Learjet-35A/65A	21,500	5	0.50
19	S-12.5	12,500	8	0.50

Additional Airplane Information

Subgrade CDF

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
1	S-12.5	0.00	0.00	2.49
2	S-12.5	0.00	0.00	2.49
3	S-12.5	0.00	0.00	2.49
4	S-15	0.00	0.00	2.43
5	S-15	0.00	0.00	2.43
6	S-20	0.00	0.00	2.47
7	D-30	0.00	0.00	1.84
8	Citation-X	0.00	0.00	2.01
9	D-35	0.00	0.00	1.83
10	Challenger-CL-604	0.00	0.00	1.76
11	S-10	0.00	0.00	2.57
12	S-15	0.00	0.00	2.43
13	S-5	0.00	0.00	2.78
14	Gulfstream-G-II	0.00	0.00	1.78
15	Gulfstream-G-IV	1.00	1.00	1.78
16	Hawker-800	0.00	0.00	1.96
17	Learjet-55	0.00	0.00	2.06
18	Learjet-35A/65A	0.00	0.00	2.06
19	S-12.5	0.00	0.00	2.49

User is responsible for checking frost protection requirements.

LE17-018 HMAC_Flex Des. Life = 20

Layer Material	Thickness (in)	Modulus or R (psi)
P-401/P-403 HMA Surface	4.00	200,000
P-209 Cr Ag	11.50	56,366
Non-Standard Structure		
User Defined	7.22	18,000
Subgrade	CBR = 3.0	4,500

N = 1; Subgrade CDF = 1.00; t = 22.72 in

