#### **SPECIFICATIONS**

#### TAXIWAY "F" REHABILITATION

BID NO. PUR - 1592 FAA AIP. 3-24-0019-065-2021 (DESIGN)



#### HAGERSTOWN REGIONAL AIRPORT - HAGERSTOWN, MD

#### Prepared For:

### THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY MARYLAND

Prepared By:



MARCH 29, 2023

**BID DOCUMENTS** 



# BID NO. PUR-1592 INVITATION TO BID ISSUED ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND BY

THE WASHINGTON COUNTY PURCHASING DEPARTMENT 100 WEST WASHINGTON STREET, SUITE 3200 HAGERSTOWN, MD 21740 PHONE: 240-313-2330 / FAX: 240-313-2331

### DATE ISSUED: MARCH 29, 2023

#### HAGERSTOWN REGIONAL AIRPORT TAXIWAY F REHABILITATION

PRE-BID CONFERENCE/ TELECONFERENCE DATE/ TIME AND LOCATION:

Wednesday, April 5, 2023 at 10:30 A.M., (EDT/EST)

Hagerstown Regional Airport ARFF Conference Room 18434 Showalter Road Hagerstown, MD 21742

DEADLINE FOR QUESTIONS: No later than 4:00 P.M. (EDT/EST), Wednesday, April 12, 2023

SUBMIT BIDS TO: Washington County Purchasing Department

Washington County Administration Complex

100 West Washington Street Third Floor, Suite 3200 Hagerstown, MD 21740

BID SUBMISSION DEADLINE

AND BID OPENING TIME: No later than 2:00 P.M., (EDT/EST), April 26, 2023

**BID OPENING LOCATION:** Washington County Administration Complex

100 West Washington Street

Third Floor, Conference Suite 3000

Hagerstown, MD 21740

II Indi	cated below (v) and not waived by the County, Bidders shall be required to provide the following:
<u> </u>	_A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
<u> </u>	_A Performance Bond for a bid award of \$100,000 or more on construction contracts. See "Bid Bonds" – Section 2" of the General Conditions and Instructions to Bidders.

#### **BID DOCUMENTS**

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

#### TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
INVITATION TO BID	IB-1- IB-4
SECTION – 1 BID DOCUMENTS	
General Conditions and Instructions to Bidders	BD-1 – BD-14
Supplemental Terms and Conditions	BD-15 – BD-18
Washington County's Disadvantaged Business Enterprise (DBE) Program For Hagerstown Regional Airport	DBEH-1– DBEH-2
Washington County's Insurance Requirements for Independent Contractors	IR-1 – IR-2
Wage Rates	WR-1 – WR-5
Signature to Bids	SB-1 – SB-2
Form of Proposal/Schedule of Prices	FP-1 – FP-3
Schedule of Prices Form	SP-1 – SP-23
Bid Bond	BB-1 – BB-2
Affidavit of Non-Collusion and Bribery Convictions	NCBC-1 – NCBC-2
Bidders EEOC	EEOC-1 – EEOC-2
Certification of Non-Segregated Facilities	CNSF-1 – CNSF-2
DBE Program	DBE-1 – DBE-27
DBE Certification	DBEC-1 – DBEC-2
Subcontractors and Suppliers	SUB-1 – SUB-2
Buy American Certificate	BAC-1 – BAC-2
Certificate of Buy American Compliance for Manufactured Products	BAMP-1 – BAMP-2
Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions and Lobbying	TDFCL-1 – TDFCL-2

TABLE OF CONTENTS TOC - 1

#### **SECTION 2 – FORM OF CONTRACT**

Contract Agreen	CA-1 – CA-4	
Labor and Mater	LMPB-1 – LMPB-2	
Performance Bo	PB-1 - PB-2	
SECTION 3 – F	FAA GENERAL PROVISIONS	
SECTION 10	Definition of Terms	GP-1 – GP-8
SECTION 20	Proposal Requirements and Conditions	GP-9 – GP13
SECTION 30	Award and Execution of Contract	GP-14 – GP-15
SECTION 40	Scope of Work	GP-16 – GP20
SECTION 50	Control of Work	GP-21 – GP25
SECTION 60	Control of Materials	GP-26 – GP-29
SECTION 70	Legal Regulations and Responsibility to Public	GP-30 – GP36
SECTION 80	Execution and Progress	GP-37 – GP-42
SECTION 90	Measurement and Payment	GP-43 – GP-51
	FEDERAL PROVISIONS FOR AIRPORT IMPROVEMENT CONTRACTS	T PROGRAM (AIP)
SECTIONS A1 -	- A27 Airport Improvement Program (AIP) Provisions	AIP-1 – AIP-30
SECTION 5 – T	TECHNICAL SPECIFICATIONS	
ITEM M-100	Maintenance and Protection of Traffic	M-100-1 – M-100-4
ITEM M-150	Project Survey and Stakeout	M-150-1 – M-150-2
ITEM C-100	Contractor Quality Control Program (CQCP)	C-100-1 – C100-7
ITEM C-102	Temporary Air and Water Pollution, and Siltation Control	C-102-1 – C102-4
ITEM C-105	Mobilization	C-105-1 – C-105-2
ITEM C-110	Method of Estimating Percentage of Material within Specification Limits	C-110-1 – C-110-6

TABLE OF CONTENTS TOC - 2

ITEM P-101	Preparation/Removal of Existing Pavements	P-101-1 – P-101-3
ITEM P-152	Excavation, Subgrade, and Embankment	P-152-1 – P-152-9
ITEM P-209	Crushed Aggregate Base Course	P-209-1 – P-209-6
ITEM P-401	Asphalt Mix Pavement	P-401-1 – P-401-20
ITEM P-403	Asphalt Mix Pavement (Base Course)	P-403-1 - P-403-18
ITEM P-603	Emulsified Asphalt Tack Coat	P-603-1 – P-603-4
ITEM P-605	Joint Sealants for Pavements	P-605-1 – P-605-4
ITEM P-606	Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement	P-606-1 - P-606-4
ITEM P-610	Concrete for Miscellaneous Structures	P-610-1 – P-610-6
ITEM P-620	Runway and Taxiway Marking	P-620-1 – P-620-6
ITEM D-705	Pipe Underdrains for Airports	D-705-1 - D-705-7
ITEM D-751	Manholes, Catch Basins, Inlets, and Inspection Holes	D-751-1 – D-751-6
ITEM T-901	Seeding	T-901-1 - T-901-6
ITEM T-905	Topsoil	T-905-1 - T-905-4
ITEM L-108	Underground Power Cable for Airports	L-108-1 - L-108-10
ITEM L-110	Airport Underground Electrical Duct Banks and Conduits	L-110-1 – L-110-8
ITEM L-115	Electrical Manholes and Junction Structures	L-115-1 – L-115-8
ITEM L-125	Installation of Airport Lighting Systems	L-125-1 – L-125-6

<sup>\*\*</sup>FAA General Provisions and Technical Specifications were prepared utilizing the latest edition of the FAA Advisory Circular 150/5370-10H.

#### APPENDIX A – CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

TABLE OF CONTENTS TOC - 3



### PURCHASING DEPARTMENT DIVISION OF BUDGET & FINANCE

## PUR-1592 TAXIWAY F REHABILITATION AT HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN)

#### **INVITATION TO BID**

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for TAXIWAY "F" REHABILITATION at Hagerstown Regional Airport. The project includes reconstruction, mill, overlay and marking of the taxiway asphalt pavement which will be bid. The reconstruction will involve excavation and embankment, drainage, new asphalt pavement, lighting, guidance signs and marking. Bid documents are available immediately from the Washington County website by accessing: <a href="https://www.washco-md.net/purchasing-department/purch-open-invites/">https://www.washco-md.net/purchasing-department/purch-open-invites/</a>, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. Direct all inquiries to Rick F. Curry, CPPO, at telephone 240-313-2330 or fax 240-313-2331.

All bids must be enclosed in a sealed opaque envelope marked "SEALED BID – (PUR-1592) TAXIWAY "F" REHABILITATION" along with the firm's name and address and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than 2:00 PM (EDT/EST) on Wednesday, April 19, 2023 after which time they will be publicly opened in the Washington County Administration Complex, 100 West Washington Street, Third Floor, Conference Room 3000, Hagerstown, MD 21740. All interested parties are invited to be present. Facsimile Bids or any electronic bid submission will not be accepted.

A Pre-Bid Conference/Teleconference will be held on **Wednesday**, **April 5**, **2023**, **10:30 AM** (**EDT/EST**) in the Hagerstown Regional Airport, ARFF Conference Room, 18434 Showalter Road, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Bid Conference/Teleconference and/or Bid Opening.

NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331 | TDD: 711

limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Bid Security in the form of a Cashier's Check, Certified Check, or Bid Bond payable to the Board of County Commissioners of Washington County Maryland, in an amount equal to five percent (5%) of the Bid Price, shall be submitted by each bidding Contractor for construction bids of \$100,000 or more. The successful bidder is required to furnish satisfactory Payment and Performance Bonds for the full amount of the Contract. Bids shall be properly and completely executed on bid forms provided with the bid documents in accordance with the "Information for Bidders". All work shall conform to the drawings and specifications. The contractor shall use the Form of Proposal and Schedule of Prices forms from the Bid Documents to submit their pricing.

The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Washington County, Maryland makes positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Contractors shall make a good faith effort to obtain Disadvantaged Business Enterprise (DBE) participation of thirteen and eighty-eight hundredths' percent (13.88%) of the dollar value of the Contract in accordance with the Federal Aviation Administration (FAA) DBE Program, 49 CFR 26, and the goals established by the Airport.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade, are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the

INVITATION TO BID IB - 2

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.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County, Maryland.

By Authority of:

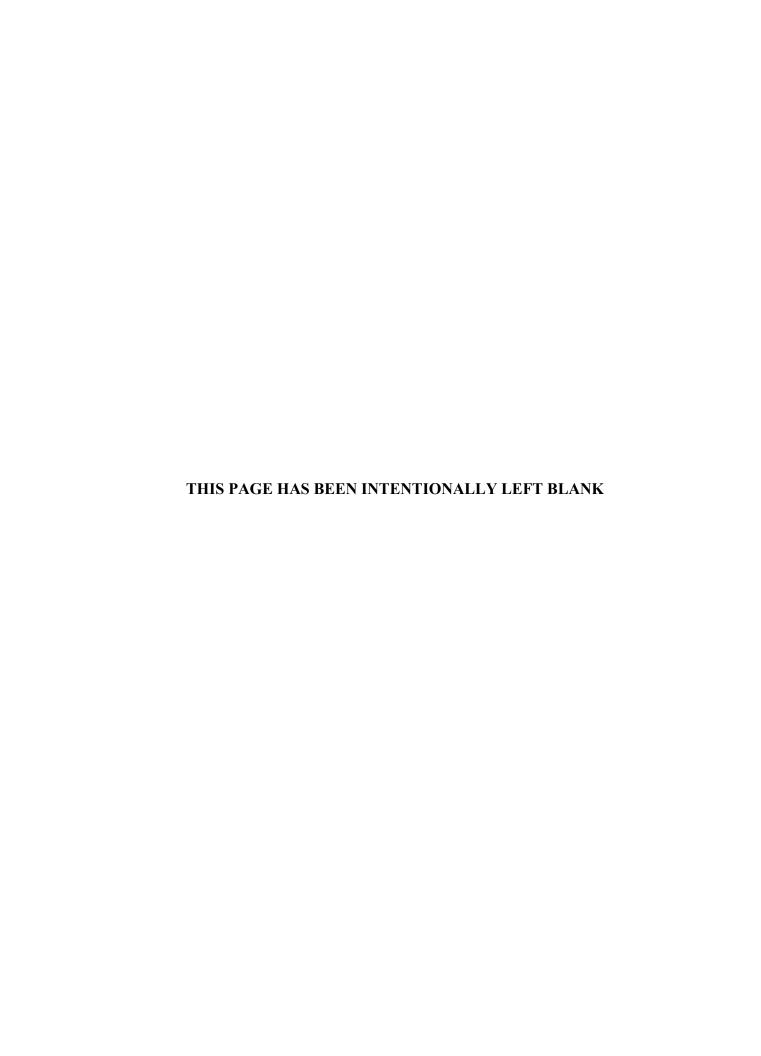
Rick F. Curry, CPPO Director of Purchasing

INVITATION TO BID IB - 3

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

INVITATION TO BID IB - 4

## SECTION 1 BID DOCUMENTS



#### BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

#### GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

#### INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County's Director of Purchasing (hereinafter "Director of Purchasing"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

#### GENERAL CONDITIONS OF BIDDING

- 1. Bids Binding for One Hundred and Twenty (120) Days: Unless otherwise specified all formal bids submitted shall be binding for one hundred and twenty (120) calendar days following bid opening date, unless the bidder, upon request of the Director of Purchasing, agrees to an extension.
- 2. Bids for All or Part: Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
- 3. Catalogs: Each Bidder shall submit where necessary or when requested by the Director of Purchasing, catalogs, descriptive literature, and detailed drawings, fully detailing features,

designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

- 4. Collusive Bidding: The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 5. Competency of Bidder: No bid shall be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County, Maryland upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Director of Purchasing of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any-first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any-first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

- **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
- 7. Conditional Bids: Qualified bids are subject to rejection in whole or in part.
- 8. Confidentiality: Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
- 9. Errors in Bids: When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. Erasures or changes in bids must be initialed.

#### 10. General Guaranty: Bidder agrees to:

- **a.** Save the County, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- **b.** Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- **d.** Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

#### 11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to ensure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- **b.** Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.
- Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and 12. subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's Insurance Requirements for Independent Contractors Policy, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

13. Interpretations, Discrepancies, Omissions: Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Rick F. Curry, CPPO – Director of Purchasing Washington County Purchasing Department Washington County Administration Complex 100 West Washington Street, Suite 3200 Hagerstown, MD 21740

FAX: 240-313-2331 or send questions in Microsoft Word platform via e-mail to: **purchasingquestions@washco-md.net** 

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

- **14. Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
- 15. Late Bids: Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
- **Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
- 17. Maryland Buy American Steel Act: In accordance with the Annotated Code of Maryland State Finance and Procurement Article, Sections 17-301 17-306, Washington County, Maryland is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
- 18. Multiple Bids: No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Director of Purchasing.
- 19. Officers Not to Benefit: No member of the elected governing body of Washington County, Maryland, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected

governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner, or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.

- 20. Payment Terms: Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
- 21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013, and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <a href="https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf">https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf</a>.
- 22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. *Facsimile bids or any electronic bids will not be accepted.*
- 23. Registration with Maryland Department of Assessments and Taxation: Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is:

  <a href="https://egov.maryland.gov/BusinessExpress/Account/LogOn?ReturnUrl=%2FBusinessExpress%2FUBD%2Fcreate">https://egov.maryland.gov/BusinessExpress/Account/LogOn?ReturnUrl=%2FBusinessExpress%2FUBD%2Fcreate</a>, and phone numbers are: (410) 767-1340 or (888) 246-5941.
- **24. Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences

do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.

- 25. Response to Invitation: In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
- **26. Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.

#### 27. Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:

- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
- b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation, and special taxes applicable to and assessable against any materials, equipment, processes, and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
- c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Director of Purchasing.
- d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished to the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
- e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- **28. Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

#### **BID BONDS**

- 1. Bid Deposit Bid Bond, Certified or Cashier's Check: Each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
- 2. Performance/Labor and Material Bonds: The successful Bidder(s) on this bid must furnish the required bonds as indicated at the beginning of the Specifications, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein. or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within fifteen (15) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within fifteen (15) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

#### **SPECIFICATIONS REFERENCES**

- 1. Formal Specifications: The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract.
- submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense, or the Director of Purchasing shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. Trade Names/Substitutions: In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Director of Purchasing hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Director of Purchasing to judge if each requirement of the specifications is being complied with.

#### **AWARD**

- 1. Award or Rejection of Bids: For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.
- 2. Notice of Award: A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
- Procurement Article, §17-402, the Bidder shall comply with Maryland Code, <u>State Finance and Article</u>, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year,

throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

- 4. "Requirements" Contract Bid Quantities: On "Requirements" bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
- 5. Responsibility/Qualifications of Bidder: The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Director of Purchasing on contracts of purchase and on contracts of sale (if applicable):
  - **a.** The ability, capacity, and skill of the Bidder to perform the service required.
  - **b.** The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
  - **c.** The quality of performance of previous contracts or services.
  - **d.** The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
  - **e.** The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
  - **f.** The quality, availability and adaptability of the supplies, or services, to the particular use required.
  - **g.** The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
  - **h.** Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
  - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Director of Purchasing shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. Specific Bid Quantities: Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless Bidder furnishes the Director of Purchasing with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.

7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

#### CONTRACT PROVISIONS

- 1. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
- 2. Contract Alterations: No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
- 3. Default: The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Director of Purchasing, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Director of Purchasing and they shall be liable for any costs incurred by the County as a result of his/her default.
- 4. Guarantee: All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Director of Purchasing shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
  - **a.** Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
  - **b.** Against injury or undue deterioration from proper and usual use of the goods and/or services.
  - **c.** Removal and replacement with proper materials, equipment, and/or services and reexecute, correct, or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
  - **d.** Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
  - e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. Intergovernmental Purchasing: The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, Maryland, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
- **6. New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design, or pack.
- 7. Non-Discrimination: No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
- **8. Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Director of Purchasing's opinion, is beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.
- **9. Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Director of Purchasing.
- 10. Subletting of Contract: It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without

the previous written consent of the County Director of Purchasing, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.

- 11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - **a.** Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - **b.** Extended upon written authorization of the Director of Purchasing and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 12. Termination for Convenience: The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

#### **DELIVERY PROVISIONS**

- 1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
- 2. Delivery Failures: Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.
- 3. Inspections: Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

- 4. Hazardous Safety Data Sheets: Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County, Maryland as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
- **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

- 6. Responsibility for Materials Shipped: The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense or dispose of them as its own property.
- 7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
- **8. Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

#### SUPPLEMENTAL TERMS AND CONDITIONS

- 1. Access to Site: The successful Bidder shall coordinate all efforts of the work and access to the site with the County's authorized representative, Mr. Neil Doran, Director, Hagerstown Regional Airport, 240-313-2764.
- 2. Award: It is anticipated that the County shall award a contract to the responsive, responsible Bidder for the Taxiway F Rehabilitation Hagerstown Regional Airport. The award of a contract, if it is to be awarded, shall be made within one hundred twenty (120) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein. If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.
- 3. Bidders Responsibility: Each Bidder submitting a proposal for this work shall first examine the site, verify any dimensions pertinent to the work, and thoroughly be satisfied to the conditions under which he/she will operate or that shall in any manner affect any work under this Contract. The Bidder shall accept the site as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.
- **Disputes:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Board of County Commissioners or authorized representative shall be final and binding on both parties. The County's Director of Purchasing may request in writing, the recommendation of the head of the County agency using the item or materials, or other objective sources.
- **Examination of Site:** The County will provide a tour of the site, concluding the Pre-Bid Conference/Teleconference, for the purpose of making a visual survey. Before submitting a bid, each Bidder shall visit the site and shall be responsible for knowledge of the conditions affecting the work. The act of submitting a bid is to be considered acknowledgement of the Bidder that he/she has inspected the site and is familiar with the conditions and requirements and shall submit his/her bid accordingly.
- **Exceptions:** The submission of a bid shall be considered an agreement to all the items, conditions, and specifications provided herein and in the various bid documents unless specifically noted otherwise in the proposal.
- **7. Form of Proposal:** All bids must be submitted on the forms provided herein.
- **8. Installation:** Asphalt and concrete pavement demolition and removal, airfield lighting demolition and removal, new asphalt paving, new airfield lighting and signage, drainage, backfill, erosion and sediment control, topsoiling, seeding, sodding, mulching.
- **9. Insurance:** Upon request and prior to execution of the contract, the successful Contractor shall show Evidence of Insurance as outlined in the attached copy of *Insurance Requirements for*

*Independent Contractors*. Contractor's general liability and automobile liability shall be \$5,000,000 for all airfield work.

10. Interpretations, Discrepancies, and Omissions: Should any Bidder find discrepancies in or omissions for the documents or be in doubt of their meaning, he/she should at once request an interpretation via fax or email from:

Rick F. Curry, CPPO – Director of Purchasing Washington County Purchasing Department

FAX: 240-313-2331; or send questions in Microsoft Word platform viaemail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligate the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions.

ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. (EDT/EST), Wednesday, April 5, 2023, may not be considered.

- **11. Landfill Fees:** Disposal of items shall be at an approved landfill and any fees for same shall be included in the Bidders proposal.
- 12. Liquidated Damages: Liquidated damages shall be applied at the rate of two thousand five hundred (\$2,500.00) dollars per consecutive calendar day for each day the Contractor fails to complete the work as specified herein. This cost includes the 8-hour presence of a Construction Inspector and Engineering support for each additional day. Additional liquidated damages associated with delayed runway opening is listed on the contract drawings.
- 13. Proposal: This is a unit price contract. The Base Bid and consideration in a priority order the Alternates for the work shall include the cost of any and all permits licenses and/or fees, the cost of all applicable seals and other taxes required by Local, State and Federal laws, the cost of required bonds and insurances, the cost of all material, labor, tools, equipment, transportation, landfill user fees, superintending and other services and facilities of every nature whatsoever or as may be necessary to complete the project as described in the specifications.
- 14. Payment: Progress payments will be based on the actual quantities of work completed and approved by the County's Representative. Final payment will be made after final inspection, approval, and acceptance of the work by the County's Representative. Upon final acceptance of the work, the invoice for remainder of payment shall be submitted to the Hagerstown Regional Airport, 18434 Showalter Road, Hagerstown, Maryland 21742. Payment will be made within thirty (30) calendar days upon receipt of the invoice, in the amount stipulated on the Form of Proposal.
- **15. Qualification:** The County may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidders shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to

satisfy the County that such Bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

- 16. Responsibility of Contractor: Each Bidder submitting a bid for this work shall first examine the site(s) and thoroughly satisfy himself/herself to the conditions under which he/she shall operate or that shall in any manner affect any work under his contract. The Contractor shall accept the site(s) as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Contractor for negligence in this respect. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain so throughout this contract. The website for the State Department of Assessments and Taxation is: <a href="http://dat.maryland.gov/Pages/sdatforms.aspx#BNE">http://dat.maryland.gov/Pages/sdatforms.aspx#BNE</a> the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.
- 17. Time of Completion: By submission of proposal, the Bidder agrees to commence work under this Contract upon receipt of the Notice to Proceed (issuance of Purchase Order), prosecute the work diligently, and substantially complete ready for its intended use within seventy-five (75) consecutive calendar days from the date of "Notice to Proceed"/issuance of purchase order. An additional eighty-five (85) consecutive calendar days will be provided if the Add Alternate No. 1 is awarded. The time stated for completion shall include material procurement, coordination, and completion of all work per the contract drawings and specifications. The successful Bidder shall schedule construction times with Mr. Neil Doran, Director, Hagerstown Regional Airport, 240-313-2764 and/or Mr. Mahesh Kukata, PE, Project Manager, Airport Design Consultants, Inc., 410-300-6379.
- **18.** Working Hours: See Construction Safety & Phasing Plans for individual phase work hours.
- 19. **Project Schedule:** The Contractor shall adhere to the project schedule outlined below:

Pre-Bid: Wednesday, April 5, 2023, at 10:30 AM (EDT/EST) Questions: Wednesday, April 12, 2023, at 4:00 PM (EDT/EST) Bids Due: Wednesday, April 26, 2023, at 2:00 PM (EDT/EST)

Construction schedule to be determined based on FAA grant issuance.

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

#### HAGERSTOWN REGIONAL AIRPORT – RICHARD A. HENSON FIELD

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

In accordance with Federal Regulations (49 CFR Part 23) and Department of Transportation guidelines, it is the policy of The Board of County Commissioners of Washington County, Maryland and the Hagerstown Regional Airport to utilize Disadvantaged Business Enterprises (DBE) in all aspects of contracting.

The percentage of dollar awards on each Airport Improvement Program or Planning Grant Program project has been established at eleven and eighty-seven hundredths percent (11.87%).

It is the position of The Board of County Commissioners of Washington County, Maryland and Hagerstown Regional Airport that DBE's be afforded the opportunity to actively participate in the economic mainstream of architectural, engineering, construction, and other service activities involving the use of Federal funds. The participation goal is a percentage of the dollar amount of each grant based on a project-to-project basis.

Selection will be based on the determination of whether or not the competitor offering the lowest responsible price has also met the established DBE goals, unless said bidder submits, in writing, an acceptable explanation as to why the DBE involvement is at a lower percentage or absent entirely from the project bid. This written explanation must show that the Contractor has made every effort to identify and solicit DBE involvement.

A DBE directory is available from Mr. Neil Doran, Airport Director at Hagerstown Regional Airport and will be provided to all bidders and proposers upon a request.

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

POLICY TITLE: Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

FILING INSTRUCTIONS:

#### I. PURPOSE

To protect Washington County, Maryland against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County, Maryland.

#### II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

#### Minimum Limits Required:

Workers Compensation - Statutory

Employers' Liability - \$100,000 (Each Accident)

\$500,000 (Disease - Policy Limit) \$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

#### Minimum Limits Required:

Five Million Dollars (\$5,000,000) combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners of Washington County, Maryland on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person

or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

#### Minimum Limits Required:

One Million Dollars (\$1,000,000) combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991 Effective Date: August 27, 1991 Revision Date: March 4, 1997 Effective Date: March 4, 1997

#### **WAGE RATES**

WAGE RATES WR - 1

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

WAGE RATES WR - 2

"General Decision Number: MD20230104 01/06/2023

Superseded General Decision Number: MD20220104

State: Maryland

Construction Type: Highway

County: Washington County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 | generally applies to the | contract.
- . The contractor must pay all covered workers at least \$16.20 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 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0

Publication Date 01/06/2023

# SUMD2019-022 09/04/2019

Rates Fr	inges
CARPENTER 19.26	6.53
CEMENT MASON\$ 19.88	6.53
ELECTRICIAN\$ 32.90	17.64
IRONWORKER, REINFORCING\$ 32.60	18.93
LABORER         Air Tool Operator       \$ 21.37         Asphalt Paver       \$ 21.37         Asphalt Raker       \$ 16.33         Blaster-Dynamite       \$ 21.37         Burner       \$ 21.37         Common       \$ 16.33         Concrete Puddler       \$ 16.33         Concrete Surfacer       \$ 21.37         Concrete Tender       \$ 16.33         Concrete Vibrator       \$ 16.33         Density Gauge       \$ 16.33         Fireproofer-Mixer       \$ 16.33         Flagger       \$ 16.33         Hand Roller       \$ 16.33         Hazardous Material Handler       \$ 21.37         Jackhammer       \$ 16.33         Layout       \$ 16.33         Luteman       \$ 16.33         Mason Tender       \$ 21.37         Mortar Mixer       \$ 16.33         Pipelayer       \$ 21.37         Plasterer-Handler       \$ 16.33         Scaffold Builder       \$ 21.37	13.17 13.17 6.53 13.17 13.17 6.53 6.53 6.53 6.53 6.53 6.53 6.53 6.53
Tamper 16.33 MILLWRIGHT \$ 30.92	6.53 17.50
PAINTER: Bridge \$ 34.23	11.89
PLUMBER\$ 32.18	14.18
Drill-Rig       \$ 21.65         Excavator       \$ 24.61         Forklift       \$ 32.22	13.95 13.95 6.53 6.53 3.95+a 6.53 13.95 6.53 6.53 6.53 6.53 13.95 6.53

Roller - Earth\$ 19.34	6.53
Screed\$ 21.57	6.53
Skid Steer (Bobcat)\$ 32.22	13.95
Trencher\$ 39.50	12.13
STEAMFITTER/PIPEFITTER\$ 32.18	14.18
TRUCK DRIVER	
Dump\$ 18.38	6.53
Dump-Articulating\$ 18.76	6.53
Flatbed\$ 20.54	6.53
Lowboy\$ 22.10	4.35
Tack/Tar Truck\$ 20.54	6.53
Tractor Trailer\$ 20.65	6.53
Water\$ 19.17	6.53

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

-----

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

\_\_\_\_\_\_

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

https://www.dol.gov/agencies/whd/government-contracts.

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

------

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISIO"

#### SIGNATURE TO BIDS

#### NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN BELOW AND RETURN THESE PAGES AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5 Addendum No. 6

Bidder acknowledges receipt of Addenda by initialing the following:

SIGNATURE TO BIDS SB - 1

BIDDER'S COMPANY/FIRM:	-
ADDRESS:	_
AUTHORIZED SIGNATURE:	_
NAME AND TITLE PRINTED:	_
TELEPHONE & FAX NUMBER:	_
E-MAIL ADDRESS:	_
DATE:	
FEDERAL EMPLOYER'S IDENTIFICATION NO	
For Informational Purposes Only: Has your company/firm been certified by the Star Minority Business Enterprise? (Please check.)  Yes  No	te of Maryland as ε

SIGNATURE TO BIDS SB - 2

# PUR-1592 FORM OF PROPOSAL

(Submit Form of Proposal & Schedule of Prices)

Board of County Commissioners of Washington County, Maryland (hereinafter called "Owner") c/o Washington County Purchasing Department 100 West Washington Street, Suite 3200 Hagerstown, MD 21740 BIDS DUE:

Date: Wednesday, April 26, 2023

Time: No later than 2:00 P.M., (EDT/EST)

Project Name: **Taxiway F Rehabilitation** Washington County Bid No.: **PUR-1592** 

Proposal of							(ł	nereinaf	teı
Proposal ofcalled "Bidder"),	*a corporation , *a partnership	ı, organized aı o, or an individua	nd existing al doing busing	under tl ness as	ne law	's of	the	State	o1 
Telephone No. (	)		Fax	a: (				_).	
Contact:									
Name & Title Print	ted:								
Address:									
E-Mail Address:									
E-Mail Address: *Insert corporation, p	partnership or indiv	idual as applicabl	e.						
Gentlemen/Ladies	<b>5:</b>								
plans and specificate with all of the condo of materials and lal to construct the protherein, and at the twork required under the work required under the work submit	ditions surroundir bor, hereby propo ject in accordance prices stated belo er the Contract Do	ng the constructions of the contraction of the contraction. These prices occuments, of which	on of the pro- labor, mater act Document are to cover a ach this propo	posed projials, equip ials, equip is and Add all expense osal is a pa	ject incloment, plenda wies incur	luding blant ar ithin th rred in	the a nd ser he tim perfo	vailabil vices, a se set fo orming	ity and rth the
Having carefully ex Specifications Da Drawings Dated	xamined the Cont ated February 2 February 2		J	ct construc _ _	ction pro	oject -			
Addenda No. Addenda No.	Date	, No , No	Date	, No	o o	_ Date _ Date	;		

FORM OF PROPOSAL FP-1

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to properly complete the work, in strict accordance with the Contract Documents, for the stipulated sum of, based on the unit prices set forth in the attached Schedule of Prices:

#### 1. TOTAL SUM BID:

To furnish labor, materials, equipment, plant and services necessary to properly complete the work required under the TOTAL SUM BID, based on the prices set forth in the attached Schedule of Prices in strict accordance with the aforesaid documents, and to be substantially completed within **One Hundred and Thirty-Nine (139) consecutive calendar days** from the date of contractor's receipt of written Notice to Proceed.

	Dollars/	
	Cents \$	
(Written)		(Figures)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

It is understood that the bid price will be firm for a time period of one hundred and twenty (120) calendar days from the bid opening date and that if the undersigned is notified of acceptance of this proposal within this time period, the firm shall substantially complete the project for its intended use within One Hundred and Thirty-Nine (139) consecutive calendar days from the date of "Notice to Proceed" for construction and to complete the work in accordance with the provisions of the Contract Documents. If this work is not completed within the time period specified, the Contractor will be liable for liquidated damages of:

- two thousand five hundred (\$2,500) dollars per consecutive calendar day for exceeding the contract duration.
- two thousand five hundred (\$2,500) dollars per 15 minutes (or part thereof) for delay in runway opening.

#### 2. SUBCONTRACTORS:

- A. All Bidders shall submit their list of subcontractors list as part of their bid packet.
- B. No change or deviation from this list shall be allowed except as determined by the Owner or the Owner's Representative.
- **AWARD:** Award of the bid can be made by the Owner to the responsive, responsible low bidder based on the Total Sum Bid for the Base Bid.

4. BIDDER'S STATE OF MARYLAND REGISTRATION NUM	<b>IBER:</b>
--	--------------

Construction Firm License No.	Date Issued	Place of Issuance
Federal Employer Identification	Number (FFIN) or Social Se	ecurity No. if no FFIN

FORM OF PROPOSAL FP-2

Bid Security Bonds shall be submitted with each proposal in the amount of five percent (5%) of the Total Sum Bid.

Bid Bonds, except those of the two (2) low bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within one hundred and twenty (120) calendar days after the bid opening, then any bond may be returned upon demand of the bidder.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within fifteen (15) calendar days. The Bid Security attached, in the sum of:

Dallana/

		Cents \$	
(Written)			(Figures)
is to become the property of the Owner set forth above, as liquidated damages			
Failure to properly and completely fill i and unit prices called for in the Contra	n all blanks may be car ct Documents must be	use for rejection of this passes submitted herewith.	roposal. All alternates
Dated:		BIDDER'S NAME	
BIDDER'S SEAL	BY:	SIGNATURE AND TITLE	<u> </u>
		ADDRESS	
INSTRUCTIONS:	CITY	STATE	ZIP

The bidder shall fill in all the blank spaces and complete the Form of Proposal and Schedule of Prices which follows.

FORM OF PROPOSAL FP-3

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
M-150-5.1	Project Survey and Stakeout	LS	1	\$(Figures)	\$(Figures)
C-100-1.1	Contractor Quality Control Program (CQCP)   Dollars  (Written)  Cents per	LS	1	\$(Figures)	\$(Figures)
C-102-5.1a	Silt Fence	LF	5,100	\$(Figures)	\$(Figures)

Item No.	Description		Unit	Approximate Quantity	Unit Price	Total Price
C-102-5.1b	(Written)	ollars ents per	SY	5,600	\$(Figures)	\$(Figures)
C-102-5.1c	(Written)	rapping in ollars	EA	6	\$(Figures)	\$(Figures)
C-102-5.1d	(Written)	ollars ents per	EA	1	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
C-102-5.1e	Flow Barrier  (Written)  Cents per	EA	1	\$(Figures)	\$(Figures)
P-101-5.1	Pavement Removal  (Written)  Cents per	SY	21,500	\$(Figures)	\$(Figures)
P-101-5.2	Cold Milling, 3" Depth  Dollars  (Written)  Cents per	SY	16,400	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
P-101-5.3	Cold Milling, Variable Depth (0"-3")  @ Dollars  (Written)  Cents per	SY	1,000	\$(Figures)	\$(Figures)
P-101-5.4	Pipe Removal, 48" RCP	LF	150	\$(Figures)	\$(Figures)
P-101-5.5	Structure Removal  (Written)  Cents per	EA	2	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
P-152-4.1	Unclassified Excavation  (Written)  Cents per	CY	10,770	\$(Figures)	\$(Figures)
P-152-4.2	Separation Geotextile	SY	31,000	\$(Figures)	\$(Figures)
P-152-4.3	Undercut  @ Dollars  Cents per  (Written)	CY	5,200	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
P-152-4.4	Suitable Fill (Maryland #2 Stone)  (a)  Dollars  (Written)  Cents per	СҮ	5,200	\$(Figures)	\$(Figures)
P-209-5.1	Crushed Aggregate Basecourse 14" Depth	SY	15,700	\$(Figures)	\$(Figures)
P-209-5.2	Crushed Aggregate Basecourse 6" Depth  Dollars  (Written)  Cents per	SY	200	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
P-401-8.1	Asphalt Mix Pavement Surface Course	TON	8,000	\$(Figures)	\$(Figures)
P-403-8.1	Asphalt Mix Base Course	TON	5,900	\$(Figures)	\$(Figures)
P-603-5.1	Emulsified Asphalt Tack Coat  @ Dollars  (Written)  Cents per	GAL	6,400	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
P-620-5.1	Marking Removal  (Written)  Cents per	SF	1,700	\$(Figures)	\$(Figures)
P-620-5.2	Permanent Pavement Marking  (Written)  Dollars  (Written)  Cents per	SF	19,500	\$(Figures)	\$(Figures)
P-620-5.3	Temporary Pavement Marking  (Written)  Dollars  (Written)  Cents per	SF	19,500	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
D-705-5.1	Underdrain (6" Perforated Pipe)  (a)  (Written)  (Written)  Cents per	LF	3,700	\$(Figures)	\$(Figures)
D-705-5.2	Underdrain Cleanout  (Written)  Cents per	EA	12	\$(Figures)	\$(Figures)
D-705-5.3	Underdrain Removal  @ Dollars  (Written)  Cents per	LF	2,700	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
D-751-5.1	Adjust Structure  (@ Dollars  (Written) Cents p	EA	2	\$(Figures)	\$(Figures)
T-901-5.1	Seeding  (Written)  Cents p	AC	8	\$(Figures)	\$(Figures)
T-905-5.1	Topsoil (4" Depth)  (Written)  Cents p	SY	46,600	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-108-5.1	1-1/C No. 8 AWG, 5 KV, L-824, Type C Cable, Installed in Ductbank or Conduit	LF	19,100	\$(Figures)	\$(Figures)
L-108-5.2	1-1/C No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed above the Ductbank or Conduit, Including ¾" X 10' Ground Rods, Connections, and Terminations  a		6,805	\$(Figures)	\$(Figures)
L-108-5.3	Removal of Cable from Ductbank or Conduit   Dollars  (Written)  Cents per	LF	12,300	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-108-5.4	Temporary Electrical Work	LS	1	\$(Figures)	\$(Figures)
L-110-5.1	Concrete Encased, Electrical Ductbank in Pavement or Turf, 4 Way 4"  (Written)  Cents per  (Written)	LF	150	\$(Figures)	\$(Figures)
L-110-5.2	Concrete Encased, Electrical Ductbank in Pavement or Turf, 2 Way 2"  (a)  (Written)  Cents per	LF	55	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-110-5.3	Concrete Encased, Electrical Conduit in Pavement of Turf, 1 Way 2"  @ Dollars  (Written)  Cents per	LF	7,600	\$(Figures)	\$(Figures)
L-115-5.1	Pre-Cast Electrical Aircraft Rated Handhole  (Written)  Cents per	EA	3	\$(Figures)	\$(Figures)
L-125-5.1	New Elevated L-861T (L) LED Taxiway Edge Light, L-867 Light Base, Ground Rod, Isolation Transformer, and Associated Equipment, Installed Complete in Place  (Written)  Cents per		126	\$(Figures)	\$(Figures)

BID SCHEDULE OF PRICES

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.2	New Elevated L-861T (L) LED Taxiway Edge Light, Isolation Transformer, and Associated Equipment, Installed Complete in Place on Existing Light Base  (Written)  Cents per		16	\$(Figures)	\$(Figures)
L-125-5.3	Remove Existing Taxiway Edge Light, Isolation Transformer, and Associated Equipment. Existing Light Base to Remain  (Written)  Cents per		16	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.4	Remove Existing Taxiway Edge Light, Existing Light Base, Isolation Transformer, and Associated Equipment.		111	\$(Figures)	\$(Figures)
L-125-5.5	@ Remove and Replace all Existing Sign Panels within Existing Sign Housing Dollars Cents per (Written)	EA	3	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.6	Install New L-858 Guidance Sign Module Extension onto Existing Guidance Sign, Installed Complete in Place on Extended Guidance Sign Foundation. Replace Existing Sign Panels within Existing Sign Housing Foundation	EA	2	\$(Figures)	\$(Figures)
L-125-5.7	Remove and Store Existing Guidance Sign, Isolation Transformer, and Associated Equipment. Remove Existing Guidance Sign Foundation. Re-Install Stored Guidance Sign and Associated Equipment. Retrofit Existing Guidance Sign with a L-858 LED Lighting Upgrade Kit, Installed Complete in Place on New Foundation  (Written)  ———————————————————————————————————	EA	2	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.8	Remove Existing Guidance Sign, Isolation Transformer, and Associated Equipment. Remove Existing Guidance Sign Foundation. Install New L-858 LED Guidance Sign, Isolation Transformer, and Associated Equipment, Installed Complete in Place on New Foundation.  (Written)  Cents per	EA	5	\$(Figures)	\$(Figures)
L-125-5.9	Remove and Store Existing Guidance Sign, Isolation Transformer, and Associated Equipment. Remove Existing Guidance Sign Foundation. Re-Install Stored Guidance Sign, Isolation Transformer, and Associated Equipment, Installed Complete in Place on New Foundation.  (Written)  Cents per	EA	1	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.10	Retrofit Existing Guidance Sign with a L-858 LED Lighting Upgrade Kit. Remove and Replace all Existing Sign Panels within Existing Sign Housing  a Dollars  (Written)  Cents per		1	\$(Figures)	\$(Figures)
L-125-5.11	Install New L-858 Guidance Sign Module Extension onto Existing Guidance Sign Retrofit Existing Guidance Sign with a L-858 LED Lighting Upgrade Kit. Remove and Replace all Existing Sign Panels within Existing Sign Housing, Installed Complete in Place on Extended Guidance Sign Foundation.  (Written)  Dollars  (Written)  Cents per		1	\$(Figures)	\$(Figures)

Item No.	Description	Unit	Approximate Quantity	<b>Unit Price</b>	Total Price
Sub Total A: S @	Sum Total of Base Bid Items M-150-5.1 through L-1	25-5.11			
	(Written)		Dollars		
	(Written)		Cents	\$	Figures)

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
M-100-4.1	Maintenance and Protection of Traffic (shall not exceed 5% of total Contract Bid amount)   Dollars  (Written)  Cents per	LS	1	\$(Figures)	\$(Figures)

Item No.	Description		Approximate Quantity	Unit Price	Total Price
C-105-6.1	Mobilization (shall not exceed 5% of total Contract Bid amount)   @	LS	1	\$(Figures)	\$(Figures)
Sub Total B:	Sum Total of Base Bid Items M-100-4.1 and L-125-5	<u>5.11</u>			
	(Written)		Dollars		
	(Written)		Cents	\$	Figures)

#### **BID BOND**

KNOW	ALL	PERSONS	BY	THESE	PRESENTS,	that	we,	the	Č
Principa firmly b	al, and	the Board of C	County (	Commission	ners of Washingt	as Su	irety, a	re here	eby held and as OWNER in
					five percent (5% intly and severa				
which, assigns.		truly to be m	ade, we	e hereby jo	intly and severa	ılly bind	d ourse	lves, s	accessors and
Signed,	this			lay of			2023. T	he Coi	ndition of the
	obligation	is such that	where	eas the Pr	incipal has sub	mitted	to the	Boar	d of County
		_	•	•	certain BID, atta tract No. PUR-				•
		onal Airport.		6,			··· <b>3</b>		
NOW, 7	ΓHEREFO	PRE,							
(a)	If said B	ID shall be reje	ected, or	ſ					
(b)	of Contr furnish a performi perform void, oth agreed th	act attachment BOND for fang labor furnis the agreement perwise the san	thereto ithful p shing m created ne shall of the S	(Properly performance aterials in a d by the acd remain in Gurety for an	cipal shall execute completed in act of said contract connection there ceptance of said force and effect my and all claims in stated.	cordance, and for with, and BID, to it being	e with r the pand shall hen thing expre	said B syment in all s oblig	ID) and shall of all persons other respects ation shall be inderstood and
BOND	shall be in	no way impai	red or a	iffected by	nd agrees that the any extension of waive notice of a	the time	e withir	which	•
such of	them as ar	e corporations	have ca	used their c	Surety have here corporate seals to ar first set forth a	be here			
	Prin	ncipal		(L.S.)					
	Su	rety							
By:									

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

BID BOND BB-1

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

BID BOND BB-2

#### AFFIDAVIT OF NON-COLLUSION AND BRIBERY CONVICTIONS

#### **AFFIRMATION REGARDING COLLUSION**

#### I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

# **AFFIRMATION REGARDING BRIBERY CONVICTIONS**

#### I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE ABOVE-REFERENCED AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT I AM THE DULY AUTHORIZED REPRESENTATIVE OF THE BELOW BUSINESS AND THAT I POSSESS THE LEGAL AUTHORITY TO MAKE THE AFFIDAVITS AND CERTIFICATION ON BEHALF OF MYSELF AND THE BUSINESS FOR WHICH I AM ACTING.

(Signature of Authorized R	epresentative and Affiant)	
(Name & Title Printed)		
(Business Address)		
	/	
(Phone Number)	(Fax Number)	
(Federal Employer Ident	tification Number)	

(SEAL) If bid is by corporation.

#### BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (EEOC)

Section 151.54(d)(1) of the FAA Regulations requires each bidder or prospective Contractor or any of their proposed subcontractors, to state as an initial part of the bid whether it has participated in any previous contract or subcontract subject to the equal employment opportunity clause; and, if so, whether it has filed with the Committee or agency all compliance reports due under applicable instructions. In any case in which a bidder or prospective Contractor or proposed Contractor which has participated in a previous contract or subcontract subject to the equal employment opportunity clause has not filed a compliance report due under applicable instructions, such bidder, prospective Contractor, or proposed subcontractor shall be required to submit a compliance report prior to the award of the proposed contract or subcontract [41 CFR 60-1.6(b)(1)].

The bidder shall complete the following statement by checking the appropriate spaces. Failure to complete will result in a non-responsive bid.
The bidder has, has not, participated in a previous contract subject to the discrimination clause prescribed by Executive Order 10925 dated March 6, 1961, or Executive Order 11114 dated June 22, 1963, or Executive Order 11246 dated September 24, 1965.
The bidder has, has not, submitted compliance reports as required by applicable instructions, the successful bidder will be required to submit a Standard Form 100 (for Federally-Assisted Construction Contracts) before award.
Certification: The information above is true and complete to the best of my knowledge and belief.
Name and Title of Signer
Signature Date

### **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Federally Assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit employees to perform services where segregated facilities are maintained. The federally assisted construction contractor certifies further that it will not maintain or provide, for its employees, segregated facilities at any of its establishments, and that it will not permit its employees to perform services at any location, under its 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 area, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor 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 FOR NONSEGREGATED FACILITIES:

A Certification of Non-Segregated 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 Ti	tle of Signer (Please Type)
Signature	Date
NOTE: The penalty for making false statements	s in offers is prescribed in 18 U.S.C. 1001.
BIDDERS NAME:	
ADDRESS:	
INTERNAL REVENUE SERVICE EMPLOY	ER IDENTIFICATION NUMBER

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

# BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

#### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

for

Hagerstown Regional Airport, Hagerstown MD

### **Policy Statement**

Washington County (hereafter 'the County') has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT) 49 CFR Part 26. The County has received federal financial assistance from USDOT, and as a condition of receiving this assistance, the County has signed an assurance that they will comply with 49 CFR Part 26.

It is the policy of the County to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy:

- 1. To ensure nondiscrimination in the award and administration of USDOT assisted contracts;
- 2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
- 3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- **4.** To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- 5. To help remove barriers to the participation of DBEs in USDOT assisted contracts;
- 6. To promote the use of DBEs in all types of Federally Assisted contracts and procurement activities conducted by the County;
- 7. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
- 8. To provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

The County has designated the following individual as its DBE Liaison Officer (DBELO):

Neil Doran, Airport Director Hagerstown Regional Airport 18434 Showalter Road Hagerstown, MD 21742

Phone: 240-313-2764

Email: ndoran@washco-md.net

# **Bidders List**

The County is required to create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on USDOT-assisted contracts. The bidders list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

Bidders on this contract shall report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts. This report shall be submitted with the bid. See Attachment 3 at the back of this section for a sample form.

### **Non-Discrimination**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT 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 County deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible.

#### **Bid Submission**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of Washington County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **11.87 percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

# Information to be submitted

- 1. Award of the contract will be conditioned on meeting the requirements of this section;
- 2. As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided:
  - (i) The names and addresses of DBE firms that will participate in the contract;
  - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
  - (iii) The dollar amount of the participation of each DBE firm participating;

- (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
- (v) If the contract goal is not met, evidence of good faith efforts (see Appendix A of 49 CFR Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- 3. The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

All documentation submitted at time of bid, as well as additional data provided by the successful bidder, is considered part of the contract documents. Any alterations, substitutions, deletions, etc., to data provided at time of submission of bid must have prior approval of the County's DBE Liaison Officer.

Should a DBE firm not certified by the Maryland Department of Transportation be proposed by a potential contractor as a part of his/her DBE plan efforts, the inclusion of said firm will not be considered a demonstration of making good faith efforts towards meeting the DBE goal.

Bids submitted which do not meet the DBE contract goals, and which do not show that a meaningful good faith effort was made to achieve the stated goals, will be considered non-responsive bids, and bidders will be notified of the deficiency and given opportunity to appeal to the Administrative Reconsideration Official (49 CFR 26.53). The bidder will not be eligible for award of the contract until the appeal procedures are complete. The Administrative Reconsideration Official will make the determination on the sufficiency of the good faith efforts.

The County reserves the right to reject any or all bids, or to re-advertise for bids. Award, if made, will be to the lowest responsive and qualified bidder. A bid will not be considered responsive unless the bidder complies with Title 49 Code of the Federal Regulations, Part 26, and the Disadvantaged Business Enterprise Program of the County.

### **Prompt Payment Mechanisms**

The County requires that all subcontractors performing work on USDOT-assisted contracts shall be promptly paid for work, in accordance with all relevant federal, state, and local law.

The Contractor agrees to pay each subcontractor under this contract for satisfactory, performance of its work no later than ten (10) days from the receipt of each payment the Contractor receives from Washington County, Maryland. The Contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontracts.

# **Prompt Payment Dispute Resolution**

The County will take the following steps to resolve disputes as to whether work has been satisfactorily completed.

A meeting will be scheduled with the contractor, subcontractor, DBELO and other appropriate County representative(s). Any meeting for the purpose of dispute resolution will include County representative(s) authorized to bind each interested party, including County representative(s) with authorization to take enforcement action.

## **Prompt Payment Complaints**

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- 1. The affected subcontractor shall file a complaint with the Contractor directly regarding payment.
- 2. If filing a complaint with the Contractor does not result in timely and meaningful action by the Contractor to resolve the prompt payment dispute, the affected subcontractor may contact the County's DBELO.
- 3. If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the County to resolve prompt payment disputes, the affected subcontractor may contact the FAA Office of Civil Rights.

## **Dispute Resolution**

The County requires that Contractors insert a contract provision in their subcontractor agreements that allows for a dispute resolution process. Contractors shall include in their subcontractors' agreements language that Contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes; and disputes between the Contractor and DBE subcontractor may also be subject to Maryland's Alternative Dispute Resolution process: <a href="https://www.courts.state.md.us/district/adr/home">https://www.courts.state.md.us/district/adr/home</a>.

Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed.

## **Directory**

The primary Disadvantaged Business Enterprise Directory for the County comes from the Maryland Department of Transportation (MDOT) and contains listings of certified minority- and women-owned construction firms and material suppliers from throughout the State of Maryland.

The link for the directory can be found at: https://mbe.mdot.maryland.gov/directory/.

# **Monitoring and Compliance**

# Monitoring Payments to DBEs and Non-DBEs

Contractors shall maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years. These records will be made available for inspection upon request by any authorized representative of the County or DOT. This reporting requirement

extends to all subcontractors, both DBE and non-DBE.

The County uses a number of DBE forms, which can be found as <u>Attachment 1</u> at the back of this section to collect DBE information for initial project setup and for ongoing monitoring of DBE participation:

- DBE Project Compliance Review Checklist
- Listing of DBE Subcontractors
- DBE Monthly Report
- DBE Commercially Useful Function Report

### Enforcement Actions for Noncompliance of Participants

The County will take appropriate means to enforce the requirements of Prompt Payment Mechanisms. These means may include:

- Assessing liquidated damages, in accordance with the contract, against the Contractor for each day beyond the required time period the Contractor fails to pay the subcontractor.
- Advising subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.
- Paying subcontractors directly and deducting this amount from the retainage owed to the Contractor.
- Issuing a stop-work order until payments are released to subcontractors, such orders constitute unauthorized delays for the purposes of calculating liquidated damages, if milestones are not met.

#### Monitoring Contracts and Work Sites

The County will review contracting records and will engage in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring will be performed by the DBELO with assistance from the resident project representative. Contracting records will be reviewed by the DBELO.

The contractor shall utilize the specific DBEs listed in the contractor's bid to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the County as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

#### **Good Faith Efforts Procedures**

#### Demonstration of good faith efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

The DBELO will determine whether a bidder/offeror has not met the contract goal and has

documented sufficient good faith efforts to be regarded as responsive.

The County will review all information for completeness and accuracy and that it adequately documents the bidder/offer's good faith efforts before committing to the performance of the contract by the bidder/offeror.

# Administrative Reconsideration

Within seven (7) days of being informed by the County that a bid is not responsive because the bidder has not documented sufficient good faith efforts; a bidder may request administrative reconsideration. Bidders should make this request in writing to the following reconsideration official:

Rick F. Curry, CPPO – Director of Purchasing Washington County Administration Complex 100 West Washington Street, Suite 3200 Hagerstown, Maryland, 21740

Email: rcurry@washco-md.net

The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the County's administrative reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The County will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the US Department of Transportation.

### Good Faith Efforts procedures in situations when there are contract goals

The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the County's written consent; and that, unless the County's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The County will require the contractor that is awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this section's provisions.

# Good Faith Efforts when a DBE is replaced on a contract

The County requires that Contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without the County's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm.

In those instances where "good cause" exists to terminate a DBE's contract, the County will require the Contractor to 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 County will require the Contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the County will require the Contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. The County will provide such written consent only if the County agrees, for reasons stated in a concurrence document, that the Contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- 1. The listed DBE subcontractor fails or refuses to execute a written contract;
- 2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- 3. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, non-discriminatory bond requirements;
- 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- 5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- 6. The County has determined that the listed DBE subcontractor is not a responsible contractor;
- 7. The listed DBE subcontractor voluntarily withdraws from the project and provides to the County written notice of its withdrawal;
- 8. The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- 10. Other documented good cause that the County has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting its request to the County to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor must give the DBE five days to respond to the Contractor's notice and provide the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

If the Contractor fails or refuses to comply in the time specified, the County's contracting office 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 contracting officer may issue a termination for default proceeding.

The County shall require contractors to make good faith efforts to replace a DBE subcontractor that is terminated or fails to complete its work on the contract for any reason, with another DBE subcontractor. If a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the Contractor must notify the County immediately. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the established contract goal. The contractor shall submit documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor, and the County shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

The County shall approve all substitutions prior to contract award and during contract performance in order to ensure that the substitute firms are eligible DBEs.

#### **Certification Process**

For information about the certification process or to apply for certification, firms should contact:

Maryland Department of Transportation
Office of Diversity and Equity 7201 Corporate Center Drive
P.O. Box 548
Hanover, Maryland 21076
Toll Free 1-888-713-1414
(http://www.mdot.maryland.gov/newMDOT/Diversity/MBE\_DBE/index.html).

#### Cooperation

All participants in the Department's DBE program (including, but not limited to, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and the County's compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a grounds for appropriate action against the party involved (e.g., with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The County, Contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part.

## **Monitoring Payments to DBEs**

The County will require Contractors to maintain records and documents of payments to DBEs for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the County or USDOT. This reporting requirement also extends to any certified DBE subcontractor.

The County will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

## <u>ATTACHMENTS</u>

Attachment 1 Monitoring and Compliance
Attachment 2 Demonstration of Good Faith Efforts

Attachment 3 Bidders List Data Form

# **Attachment 1**

Monitoring and Compliance

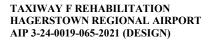
DBE COMMERCIALLY USEFUL FUNCTION REPORT Project: AIP Number: Contractor: DBE Firm: DBE Start/Complete CUF Review Date: **GENERAL** Yes No N/A 1. Does the DBE have its own employees on the job to perform the work? П П 2. Does the DBE own the equipment being utilized to perform its work? If No, attach equipment list, ownership documents, and rental/lease agreements. 3. Is the DBE self-performing the subcontract defined task for a specific item of П work (distinct element) on the contract? **HAULINGFIRMS** Yes No N/A 1. Does the DBE hauling firm own and/or lease their trucks? (review  $\Box$ П  $\Box$ ownership/vehicle registration and/or lease documents to verify) 2. Does the DBE employ drivers for trucks owned by the company? (If leased trucks include operators, this should be indicated in the agreement/purchase order.) 3. Do the haul tickets and/or bills of lading associated with the project confirm П П that hauling is being performed by the DBE? MATERIAL SUPPLIERS OR MANUFACTURERS/FABRICATORS Yes N/A No 1. Does the DBE's name appear on all applicable invoices, haul tickets, and/or bills of lading? 2. Did the DBE provide documentation showing that the funds used to pay a supplier in fact came from the DBE's own funds? 3. If the DBE had any materials drop shipped to the project site, was the invoice П  $\Box$ П addressed to the DBE? 4. Did the DBE deliver materials to the site with their own and/or leased trucks? П N/A **SUPERVISION** Yes No 1. Is the DBE self-performing work without assistance from the prime or another П subcontractor? 2. Is the DBE providing supervision of its employees and their work? П П  $\Box$ 

Completed by:

Date:

3. Is the supervisor a full-time employee of the DBE?

П



BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

Listing of DBE Subcontractors (to be submitted with bid)				
Project:				
The Bidder hereby proposes the fe	ollowing DBE participation:			
DBE Subcontractor/Supplier	Work to be Performed	NAICS Code	Subcontract Amount	Amount Applicable to Goal(suppliers=*.60)
		T	otal DBE Participation	
			Base Bid Amount	
			icipation Proposed (%)	
		DBE	Participation Goal (%)	
Bidder (Firm Name)	Signature		Date	

DBE MONTHLY REPORT
Contractor:
Project:
AIPNumber:
Date:

DBE Subcontractor/Supplier	Committed Award	Total Prior Payments	Current Payment	Total	Date Paid to Vendor/Sub this Invoice	Percent
Totals						

Contractor Name:	 	 
Signature:		
Title:		
Date:		

# **DBE Project Compliance Review Checklist**

	Project:
	AIP Number:
	Contractor:
	Pre-Bid Checklist
	Review project to determine if a DBE contract goal is needed.
	Attend pre-bid meeting to inform bidders of DBE requirements.
	Pre-Award Project Checklist
	Collect the Listing of DBE Subcontractors form.
	Collect letters of intent for all committed DBEs.
	If Contractor is unable to meet the DBE goal, collect documentation of its good faith effort.
	Post Award (Pre-Construction/Design) Project Checklist
$\exists$	Collect fully executed (signed) subcontracts for all DBE firms.
	Review DBE subcontract(s) to ensure scope of work is consistent with what has been committed.
<u> </u>	Review contracts to verify that all required contract clauses are included.
	Ensure dollar value of DBE subcontract(s) is/are equal to or greater than the amount committed.
	During Construction and/or Design Checklist
	Complete <u>DBE Commercially Useful Function Report</u> form, to verify that the DBEs are
	performing a commercially useful function.
	N7(C. 414 1(14 1(14 1.
	Verify that business names on equipment and vehicles are not covered with paint or magnetic
	signs (visual inspection of vehicles on site).
	Verify who employs the workers on site (visually inspect badges/IDs; establish reporting
	relationships of workers on site/review certified payrolls).
	relationships of workers on she/review certified payrons).
	Review supplier invoices and cancelled checks to verify what firm orders and pays for the
	necessary supplies being used by the DBE subcontractor.
	necessary supplies coming used by the BBE succentructor.
	Ensure all DBE firms are paid promptly (within 10 days of payment to Contractor per 49 CFR
	26.29) by collecting and reviewing the DBE monthly report form.
	2012)) of concerning and reviewing the BBB mentally repert forms
	Document and file any correspondence related to terminations, substitutions, or deletions of
	DBE firms.
	If terminations, substitutions, or deletions were approved, collect documentation of
	Contractor's good faith effort to find a replacement firm

Post Construction/Design C	Checklist
Ensure DBE goal has bee	en achieved by collecting and reviewing the final DBE report.
If a shortfall exists, col reasons shortfall took pl	lect Good Faith Effort documentation from Contractor explaining ace.
Certification:	
I,	hereby certify that the contracting records for the federally-
funded project have bee	en reviewed and the work site has been visited/monitored.
Signature:	Date:

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 8, 2023

# Attachment 2

Demonstration of Good Faith Efforts

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 8, 2023

# WASHINGTON COUNTY, MARYLAND

# FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied following manner (please check the appropria	I the requirements of the bid specification in the te space):
The bidder/offeror is committed to	o a minimum of_% DBE utilization on this contract.
	neet the DBE goal of _%) is committed to a minimum ct and has submitted documentation demonstrating
Name of bidder/offeror's firm:	
State Registration No	
By	
(Signature)	(Title)

# WASHINGTON COUNTY, MARYLAND

# FORM 2 – LETTER OF INTENT

Name of bidder/of	fferor's firm:		_
Address:			<del></del>
City:	State:	Zip:	_
Name of DBE firm	<u>:</u>		<u> </u>
Address:			<u> </u>
City:	State:	Zip:	<u>—</u>
Telephone:			
Description of wor	k to be performed by DBE fi	rm:	
	is committed to utilizing thated dollar value of this work		E firm for the work described 
Affirmation			
The above-named dollar value as state	·	perform the portion of	f the contract for the estimated
By			
	(Signature)		(Title)
If the bidder/offeror	does not receive award of the pr	ime contract, any and a	all representations in this Lette

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intentand Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

# **Attachment 3**

Bidders List Data Form

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 8, 2023

# **BIDDERS LIST DATA FORM**

Firm Name	Firm Address and Phone No.	DBE or Non-DBE Status (verify via MDOT DBE Directory)	Age of Firm	Annual Gross Receipts
		□ DBE □ Non-DBE	☐ Less than 1 year☐ 1-3 years☐ 4-7 years☐ 8-10 years☐ More than 10 years	□ Less than \$500K □ \$500K - \$1M □ \$1-2M □ \$2-5M □ Greater than \$5M
		□ DBE □ Non-DBE	☐ Less than 1 year ☐ 1-3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M
		□ DBE □ Non-DBE	☐ Less than 1 year☐ 1-3 years☐ 4-7 years☐ 8-10 years☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M
		□ DBE □ Non-DBE	☐ Less than 1 year ☐ 1-3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M
		□ DBE □ Non-DBE	☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M Greater than \$5M

Firm Name	Firm Address and Phone No.	DBE or Non-DBE Status (verify via MDOT DBE Directory)	Age of Firm	Annual Gross Receipts
		□ DBE □ Non-DBE	☐ Less than 1 year☐ 1-3 years☐ 4-7 years☐ 8-10 years☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M
		□ DBE □ Non-DBE	☐ Less than 1 year ☐ 1-3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M
		□ DBE □ Non-DBE	☐ Less than 1 year☐ 1-3 years☐ 4-7 years☐ 8-10 years☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M Greater than \$5M
		□ DBE □ Non-DBE	☐ Less than 1 year ☐ 1-3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M Greater than \$5M

### **BIDDER'S DBE CERTIFICATION**

To meet the requirements of Department of Transportation, Regulation 49 CFR Part 23, all bidders will provide evidence of the methods they have used to meet the Disadvantaged Business Enterprise goal as published in the Sponsor's Disadvantaged Business Enterprise Plan and approved by the Department of Transportation. The DBE participation goal for this project is thirteen and eighty-eight hundredths' percent (11.87%).

All bidders must submit an assurance stating the percentage of Disadvantaged Businesses they intend to employ on this project.

WITHIN FIVE (5) DAYS AFTER THE OPENING OF BIDS AND BEFORE THE AWARD OF A CONTRACT, ALL BIDDERS OR PROPOSERS WISHING TO REMAIN IN COMPETITION FOR THE CONTRACT SHALL SUBMIT:

- 1. Names of the DBE subcontractors they intend to use.
- 2. Description of work each DBE subcontractor is to perform.
- 3. The dollar amount of the participation of each DBE firm.
- 4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) provided with the Bid Proposal to meet the Owner's project goal; and
- 5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

REQUIRED ASSURANCE TO BE IN	CLUDED IN ALL BID PROPOSALS.		
This firm assures that it will utilize not less than% of Disadvantaged Business participation.			
CERTIFICATION OF BIDDER FOR	THE ABOVE:		
AUTHORIZED REPRESENTATIVE	DATE		
NAME			
TITLE			

(SEAL)

**COMPANY** 

# SUBCONTRACTORS AND SUPPLIERS

Low bidder shall provide the Subcontractor and supplier list to the Owner within forty-eight (48) hours of the bid opening. If a subcontractor or supplier is a Disadvantaged Business Enterprise (DBE), please indicate it on this list.

No.	Name of the Subcontractor/Supplier and Description of Work to be Performed	Contact Name/Tel. No.	Approximate Value

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN)

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

#### **BUY AMERICAN CERTIFICATE**

By submitting a bid under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid the offeror certifies that steel and each manufactured product, are 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 the owner a listing of articles, materials, and supplies excepted from this provision.

Product	Country of Origin

# BID NO. PUR-1592 TAXIWAY F REHABILITATION FOR HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN)

# Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

☐ Bidder or offeror hereb	y certifies that it will	comply with 49 USC	§ 50101 by:
---------------------------	--------------------------	--------------------	-------------

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material, or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  - 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than sixty (60%) percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by twenty-five (25%) percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature	
Company Name		

# BID NO. PUR-1592 TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN)

# <u>CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS</u>

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark  $(\checkmark)$  in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### CERTIFICATION REGARDING LOBBYING

#### I CERTIFY:

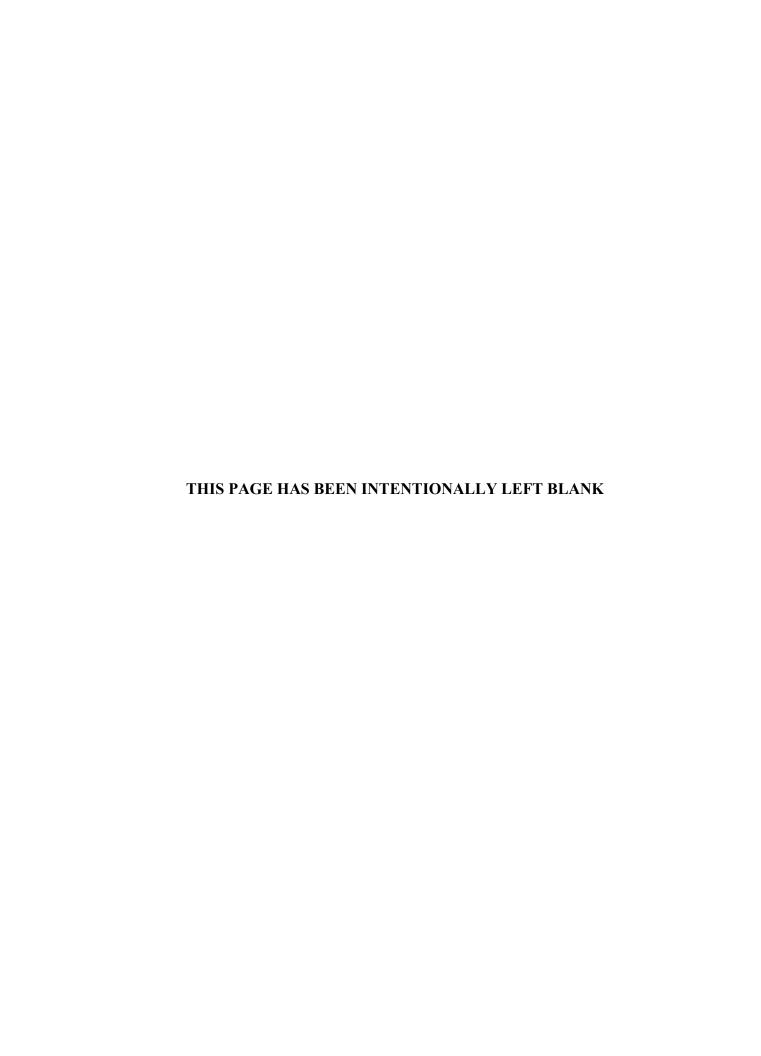
By signing and submitting this bid or proposal, to the best of my knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a
  - Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date	Signature	
Company Name	Title	

# SECTION 2 FORM OF CONTRACT



# PUR-1592 TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN)

#### CONTRACT AGREEMENT BY AND BETWEEN THE

# BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

#### **AND**

THIS CONTRACT AGREEMENT (hereinafter the "Contract"), is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between (hereinafter the "Contractor") and the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND,** a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter the "County").

#### **RECITALS**

This Contract for the construction of **Contract No. PUR-1592**, Taxiway F Rehabilitation at Hagerstown Regional Airport, near Hagerstown, Washington County, Maryland, as shown on the drawings identified in the same manner, with a final approval date of February 22, 2023, on file at the Hagerstown Regional Airport, Maryland, subject to all the conditions, covenants, stipulations, terms and provisions contained in the Specifications, the Specifications being in all respects incorporated herein by reference and made a part hereof as if attached or entirely stated herein, has recently been awarded to the Contractor by the County, at and for a sum equal to the prices and rates respectively named therefore in the bid.

One of the conditions of said award is that a formal contract be executed by and between the Contractor and the County evidencing the terms of said award.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. The "Contract Documents," except for modifications issued after the execution of this Contract, are enumerated as follows and are incorporated herein by reference and made a part hereof as if attached or entirely stated herein:

Invitation to Bid

General Conditions and Instructions to Bidders

Supplemental Terms and Conditions

Washington County's (DBE) Program For Hagerstown Regional Airport

Insurance Requirements for Independent Contractors

Provisions for Other Agencies

Wage Rates

Signature to Bids

Form of Proposal

Schedule of Prices

Bid Bond

Affidavit of Non-Collusion and Bribery Convictions

Bidders EEOC

Certification of Non-Segregated Facilities

DBE Program

DBE Certification

Subcontractors and Suppliers

Buy American Certificate

Certificate of Buy American Compliance for Manufactured Products

Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions and Lobbying

The executed Contract Agreement between the County and the Contractor

Labor and Material Payment Bond

Performance Bond

FAA General Provisions

Federal Requirements for AIP Program Contracts

**Technical Specifications** 

Notice of Award

Notice to Proceed

Contract Drawings dated February 22, 2023

- 2. The date of commencement and substantial completion of the project contemplated herein shall be as set forth in the Instructions to Bidders and stipulated by the Notice to Proceed or an authorized extension thereof.
- 3. The Contractor shall complete **Contract No. PUR-1592**, Taxiway F Rehabilitation at Hagerstown Regional Airport, near Hagerstown, Washington County, Maryland, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the aforementioned Specifications, which in all respects are incorporated herein by reference and made a part hereof as if attached or entirely stated herein, and as shown on the aforementioned drawings, which are also incorporated herein by reference and made a part hereof as if attached or entirely stated herein, at and for a sum equal to the prices and rates respectively named therefore in the bid attached hereto, and shall comply with and perform each and every obligation imposed upon it by the said Specifications or by the terms of said award.
- 4. The County shall comply with and perform each and every obligation imposed upon it by the said Specifications or by the terms of the said award.
- 6. Payments shall be made on account of the Contract Sum to the Contractor as set forth in the Contract Documents.
- 7. The Contractor hereby certifies that it is a corporation authorized and registered to do business in the State of Maryland with the Maryland State Department of Assessments and Taxation.
- 8. The Contractor hereby certifies that it has read and understood the provisions of the Washington County, Maryland Purchasing guidelines dealing with conflicts of interest, and that it further certifies, represents and warrants to the County that there is no current conflict of interest and that the Contractor shall refrain from any such conflict of interest for the duration of this Contract.
- 9. This Contract was made and entered into in the State of Maryland and shall be governed and construed in accordance with the laws of the State of Maryland. As to the Contractor, this

Contract is intended to be a contract under seal and specialty.

10. The Recitals are incorporated into this Contract as substantive provisions.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed and delivered, the day and year first above written.

	APPROVED AND A	GREED TO:
ATTEST:		
	$RV\cdot$	
	BY:(Signature	
	APPROVED AND A	GREED TO:
ATTEST:		Y COMMISSIONERS COUNTY, MARYLAND
		(SEAL)
Name:	John F. Barr, President	
Recommended for approval:		
Neil Doran, Director Hagerstown Regional Airport		
Approved as to form and Legal Suffi For execution by the county:	iciency	
Kirk C. Downey County Attorney		

END OF DOCUMENT

CONTRACT AGREEMENT

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

#### **LABOR AND MATERIAL PAYMENT BOND**

Board of County Commissioners of Washington County, Maryland

BOND NO	CONTRACT NO. PUR-1592
Date Bond Executed:	, 2023
KNOW ALL MEN BY THESE PRESENTS, that we	e
(Here insert full name and address or leg	al title of Contractor, including zip code)
a corporation organized and existing under the lar business in the State of Maryland, hereinafter called	• • • • • • • • • • • • • • • • • • •
a corporation organized and existing under the laws to do business in the State of Maryland, hereinafter the Board of County Commissioners of Washingto and a political subdivision of the State of Maryland benefit of claimants as hereinafter	of the State of, and authorized called the "Surety", are held and firmly bound unto on County, Maryland, a body corporate and politic, d, hereinafter called the "County", for the use and er defined, in the Penal Sum
(\$) lawful money, for the our heirs, executors, administrators, personal represeverally, firmly by these presents.	e payment of which Penal Sum we bind ourselves,
WHEREAS, the Principal has entered into or will ent	Contract No. PUR-1592), in Washington County,

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

there under or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items

incorporated into the contract shall hereinafter be referred to as the "Contract".

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

1. A Claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-subcontractors in the prosecution of the work provided for the Contract, entitled to the protection provided by Md. Code Ann., State Finance and Procurement Article, §17-101, et seq., as from time to time amended.

2. The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid State Finance and Procurement Article, §17-101, et seq., sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

This Payment Bond shall be governed and construed in accordance with the laws of the State of Maryland and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals to this Payment Bond this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023.

WITNESS:

\_\_\_\_\_\_\_ (Typed Name of Principal)

BY:\_\_\_\_\_\_\_ (SEAL)

WITNESS:

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

WITNESS:

\_\_\_\_\_\_\_ (Typed Name of Surety)

BY:\_\_\_\_\_\_ (Typed Name and Title)

\_\_\_\_\_\_\_ (Name of Local Agent)

\_\_\_\_\_\_\_ (Telephone Number of Local Agent)

#### PERFORMANCE BOND

Board of County Commissioners of Washington County, Maryland

BOND NO.	CONTRACT N	NO. <u>PUR-1592</u>
Date Bond Executed:	, 2023	
KNOW ALL MEN BY THESE PRE	SENTS, that we	
(Here insert full nan	ne and address or legal title of Contractor, including zip code)	,
a corporation organized and existing	under the laws of the State of	_ and authorized to do
business in the State and	of Maryland, hereinafter called	the "Principal"
(Here insert full n	ame and address or legal title of Surety, including zip code)	
authorized to do business in the State bound unto the Board of County Co	g under the laws of the State ofe of Maryland, hereinafter called the "Surety ommissioners of Washington County, Maryla) lawful money of	", are held and firmly and, hereinafter called
Cents (\$	) lawful money of	the United States for
* *	truly to be made, the Principal and the Surety ssors and assigns, jointly and severally, firmly	The state of the s

WHEREAS, the Principal has entered into or will enter into a contract with the County for the Taxiway F Rehabilitation – Hagerstown Regional Airport(*Contract No. PUR-1592*, *hereinafter the "Contract"*), in Washington County, Maryland, which Contract and all work to be done thereunder and all the plans, drawings, and specifications accompanying the same shall be deemed a part hereof and shall be incorporated by reference herein to the same extent as if fully set forth.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

- 1. Principal shall well and truly perform the Contract; and
- 2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the County to be in default under the Contract, the Surety may, within ten (10) days after notice of default from the County, notify the County of its election to either promptly proceed to remedy the default or promptly proceed to complete the Contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does

PERFORMANCE BOND PB - 1

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

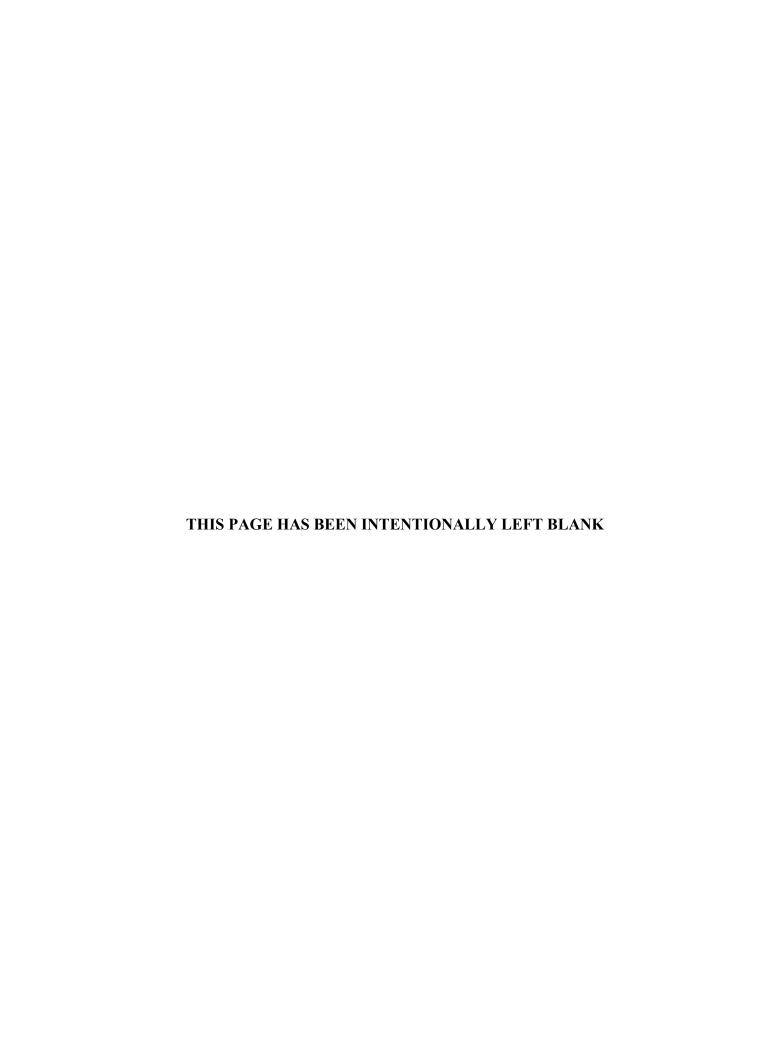
This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. When any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Signed, and sealed this day of	, 2023.	
WITNESS:		
	(Typed Name of Principal)	
	BY:(SEA	AL)
	(Typed Name and Title)	
WITNESS:		
	(Typed Name of Surety)	
	BY:(SE	AL)
	(Typed Name and Title)	
	(Name of Local Agent)	
	() (Telephone Number of Local Agent)	

PERFORMANCE BOND PB - 2

# SECTION 3 FAA GENERAL PROVISIONS



## Section 70 Legal Regulations and Responsibility to Public

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

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

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

**70-04 Restoration of surfaces disturbed by others**. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

UTILITY	OWNER	PLAN SHEET	CONTACT
Power	N/A	N/A	N/A
Gas	N/A	N/A	N/A
Telecommunications	N/A	N/A	N/A
FAA Facilities	N/A	N/A	N/A

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

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

**70-05 Federal Participation**. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States 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's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety, and sanitary provisions.

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

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

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

**70-08** Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2G, Operational Safety on Airports During Construction. The CSPP is on sheet(s) G300 to G302 of the project plans.

**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 RPR 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 their 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/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

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

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

**70-13 Opening sections of the work to traffic.** If it is 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 must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, 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 their expense.

The Contractor shall make their 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.

The Contractor must conform to safety standards contained AC 150/5370-2G and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior

to opening up sections of work to traffic.

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

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

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

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

<b>Utility Service or Facility</b>	Person to Contact	Contact
FAA – Martinsburg SSC	Mr. Mark Hayman	540-521-1622
Miss Utility		1-800-257-7777

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

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

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

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

The Contractor's failure to give the two (2) 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 three (3) feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

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

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

#### 70-15.1 FAA facilities and cable runs. Not Used.

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

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

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

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

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

**70-20** Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any

building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See *Washington County's Insurance Requirements for Independent Contractors Policy* located in Section 1 of the Bid Book.

**END OF SECTION 70** 

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

## **Section 20 Proposal Requirements and Conditions**

#### 20-01 Advertisement (Notice to Bidders).

See invitation to bid located at the beginning of the bid book.

**20-02 Qualification of bidders**. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening. Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

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

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

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

A Prebid Conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The Prebid Conference will be held on **Wednesday**, **March 29**, **2023**, **10:30 AM (EST)** in the Airport's ARFF Conference Room, 18434 Showalter Road, Hagerstown, Maryland.

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

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

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

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

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

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

Prices should generally be written in whole dollars and cents. The extended total amount of each item should not be rounded.

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

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

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

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

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

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

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

The bid guarantee shall be equivalent to five (5%) percent of the bid price. It shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- **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 invitation to bid 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 before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.
- **20-13 Public opening of proposals**. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.
- **20-14 Disqualification of bidders**. A bidder shall be considered disqualified for any of the following reasons:
  - **a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
  - **b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
  - **c.** If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.
- **20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner a written request for interpretation no later than the questions cutoff date.

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

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 29 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

## **Section 10 Definition of Terms**

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
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	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	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.
10-07	Apron	Area where aircrafts are parked, unloaded, or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	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.
10-12	Calendar Day	Every day shown on the calendar.

Paragraph Number	Term	Definition
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	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 work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.
		The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	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.
10-19	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.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications, and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

Paragraph Number	Term	Definition
10-23	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.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	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 Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<ul> <li>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</li> <li>b. Owner Force Account - Work performed for the project by the Owner's employees.</li> </ul>
10-31	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 and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.

Paragraph Number	Term	Definition
		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.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	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.
10-37	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. The Owner for this project is the Board of County Commissioners of Washington County, Maryland.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

Paragraph Number	Term	Definition
10-42	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. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	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.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer, Construction Manager and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer, Construction Manager or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative. May also be referred to as the Construction Manager, Engineer, Resident Engineer or Owner's Representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

Paragraph Number	Term	Definition
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	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.
10-55	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.
10-56	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; navigational aids; buildings; vaults; and other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	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.

Paragraph Number	Term	Definition
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	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.
10-65	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.
10-66	Owner Defined terms	Airport Design Consultants, Inc. will act as the Construction Manager (CM) on behalf of the Owner for this contract.

# **END OF SECTION 10**

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

#### Section 30 Award and Execution of Contract

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

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

- **a.** If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- **b.** If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

**30-02 Award of contract**. The award of a contract, if it is to be awarded, shall be made within one hundred twenty (120) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

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

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

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

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

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

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

#### Section 30 Award and Execution of Contract

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

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

- **a.** If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- **b.** If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

**30-02 Award of contract**. The award of a contract, if it is to be awarded, shall be made within one hundred twenty (120) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

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

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

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

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

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

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

# Section 40 Scope of Work

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

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

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

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

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

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

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

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

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

All change orders, supplemental agreements, and contract modifications must eventually be reviewed by the FAA. Unless specifically requested by the FAA, the Owner does not have to obtain prior FAA approval for contract changes except for the Buy American review, if required. However, if an Owner proceeds with contract changes without FAA approval, it is at the Owner's risk.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

- a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.
- **b.** With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

Refer to AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport and AC 150/5370-2, Operational Safety on Airports During Construction for applicable standards.

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

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

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

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

The removal of large or complicated existing structures such as box-culverts, underground storage tanks, large underground electrical vaults, large reinforced concrete structures or foundations, or similar existing airport facilities should be provided for in separate technical specifications. Contract pay items should also be provided in the contract proposal to cover payment for such work.

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

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

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

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

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

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

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

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

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

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

#### **Section 50 Control of Work**

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

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

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

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

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

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

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

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

advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the General Conditions, Supplemental Terms and Conditions or Special Provisions conflict with General Provisions or Technical Specifications, the General Conditions, Supplemental Terms and Conditions and Special Provisions shall govern.

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

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

### 50-04 List of Special Provisions. Not Used.

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

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

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

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

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

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

**50-07** Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades, and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): LandXML, AutoCAD .dwg file format (2018) and PDF.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. 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.

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

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

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

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

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

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall

have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this contract.

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

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

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

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

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

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

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

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

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

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

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the

exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

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

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

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

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

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

50-17 Value Engineering Cost Proposal. Not Used.

#### **Section 60 Control of Materials**

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

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

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

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

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

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

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

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

The Contractor shall perform or employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

**60-03** Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the

work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

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

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

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

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

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

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

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

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

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

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

**60-05** Engineer/ Resident Project Representative (RPR) field office. The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

**60-06 Storage of materials**. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of

materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

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

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

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

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

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

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

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# **Section 80 Execution and Progress**

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

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

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

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

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

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

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

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

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

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

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

**80-04 Limitation of operations**. The Contractor shall control their operations and the operations of their 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 their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least seventy-two (72) hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, Construction Safety and Phasing Plan (CSPP).

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2G, Operational Safety on Airports During Construction, latest edition and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD), and the provisions set forth within the current version of AC 150/5370-2G, Operational Safety on Airports During Construction. 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 SPCD 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 SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

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

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

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

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

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

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

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

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

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

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The

Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

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

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

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

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

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

**80-09 Default and termination of contract**. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- **b.** Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- **c.** Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- **d.** Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- **g.** Allows any final judgment to stand against the Contractor unsatisfied for a period of ten (10) days, or
- **h.** Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

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

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

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

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

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

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

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# **Section 90 Measurement and Payment**

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

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 nine (9) square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

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

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

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

#### **Measurement and Payment Terms**

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

Term	Description
Measurement by Volume	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.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundred weight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	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.
Plates and Sheets	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.
Miscellaneous Items	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.

Term	Description
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.
	Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.
	In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.
	In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.
	Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR 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.
	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.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .

Term	Description
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

**90-03** Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

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

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

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

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

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

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

The Owner shall hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within ten (10) days after the Owner's payment to the prime Contractor. The percent withheld shall be five (5%) percent.

- a. From the total of the amount determined to be payable on a partial payment, five (5%) percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:
  - (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.
  - (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.
- b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within ten (10) 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.
- c. When at least ninety-five (95%) percent of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. 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 RPR to be a part of the final quantity for the item of work in question.

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

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

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

- **a.** The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- **b.** The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- **c.** The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- **d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

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

- **a.** The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- **b.** The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- **c.** The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- **d.** The Contractor shall obtain the written consent of the surety to such agreement.

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

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

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

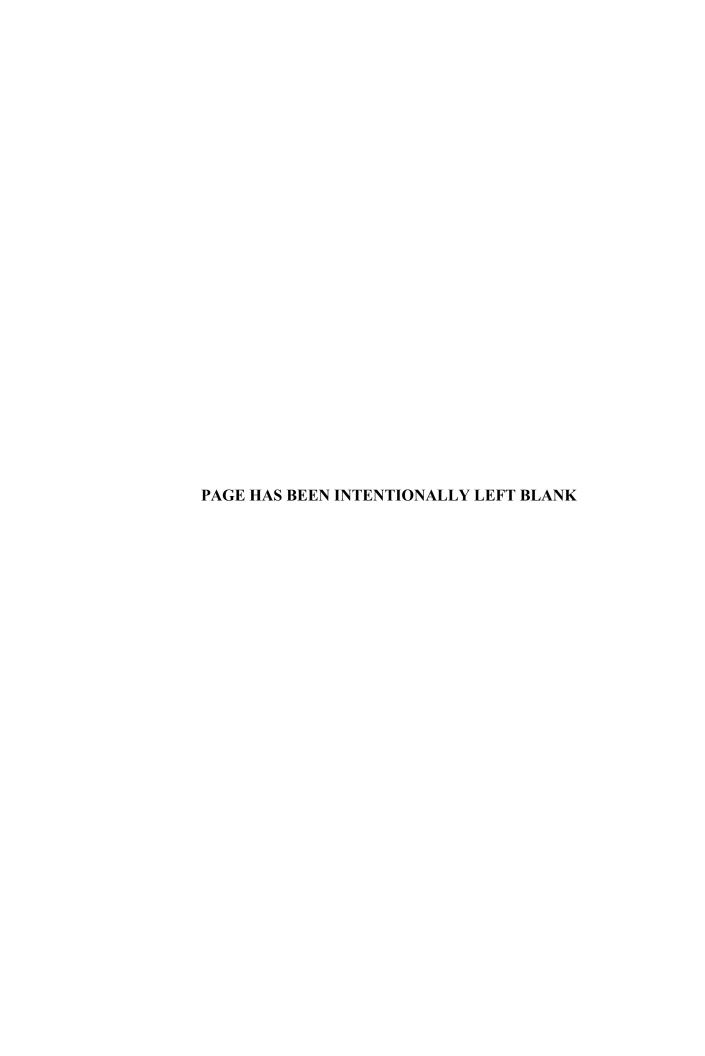
# 90-10 Construction warranty.

- **a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- **b.** This warranty shall continue for a period of one (1) year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the Owner takes possession.
- **c.** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- **d.** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- **e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- **f.** If the Contractor fails to remedy any failure, defect, or damage within fourteen (14) days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.
- **h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.
- **90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:
  - **a.** Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.
  - **b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
  - **c.** Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
  - **d.** Complete all punch list items identified during the Final Inspection.
  - e. Provide complete release of all claims for labor and material arising out of the Contract.
  - **f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
  - **g.** When applicable per state requirements, return copies of sales tax completion forms.
  - **h.** Manufacturer's certifications for all items incorporated in the work.
  - i. All required record drawings, as-built drawings or as-constructed drawings.
  - j. Project Operation and Maintenance (O&M) Manual(s).
  - k. Security for Construction Warranty.
  - **l.** Equipment commissioning documentation submitted, if required.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# SECTION 4 FEDERAL PROVISIONS FOR AIP CONTRACTS



# Federal Provisions for Airport Improvement Program (AIP) Contracts

# **Table of Contents**

AIP CO	ONTRACT PROVISIONS	1
	A2 ACCESS TO RECORDS AND REPORTS	1
	A3 AFFIRMATIVE ACTION REQUIREMENT 9Contracts Exceeding \$10,000)	1
	A4 BREACH OF CONTRACT TERMS (Contracts Exceeding \$250,000)	2
	A5 BUY AMERICAN PREFERENCE	2
	A6 CIVIL RIGHTS – GENERAL	5
	A7 CIVIL RIGHTS – TITLE VI ASSURANCE	5
	A8 CLEAN AIR AND WATER POLLUTION CONTROL (Contracts Exceeding \$150,000)	0)7
	A9 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS	
	(Contracts Exceeding \$100,000)	7
	A10 COPELAND "ANTI-KICKBACK" ACT (Contracts Exceeding \$2,000)	8
	A11 DAVIS-BACON REQUIREMENTS (Contracts Exceeding \$2,000)	9
	A12 DEBARMENT AND SUSPENSION (Contracts Exceeding \$25,000)	14
	A13 DISVANTAGED BUSINESS ENTERPRISE	.15
	A14 DISTRACTED DRIVING (Contracts Exceeding \$3,500)	17
	A15 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO	
	SURVEILLANCE SERVICES OR EQUIPMENT	.17
	A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) (Contracts Exceeding \$10,000)	.18
	A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)	.24
	A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Contracts Exceeding	
	\$100,000)	.24
	A19 PROHIBITION OF SEGREGATED FACILITIES	.25
	A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	.25
	A21 PROCUREMENT OF RECOVERED MATERIALS (Contracts Exceeding \$10,000)	
	A22 RIGHT TO INVENTIONS	.26
	A23 SEISMIC SAFETY	.26
	A24 TAX DELINQUENCY AND FELONY CONVICTIONS	.26
	A25 TERMINATION OF CONTRACT (Contracts Exceeding \$10,000)	
	A26 TRADE RESTRICTION CERTIFICATION	.29
	A27 VETERAN'S PREFERENCE	.30

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

#### AIP CONTRACT PROVISIONS

#### A1 GENERAL

The contractor (including all subcontractors) agrees to insert the following Federal contract provisions in each lower tier contract(s) (e.g., subcontract or sub-agreement) and to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services. The contractor also agrees to be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

For the Equal Employment Opportunity (EEO) clause, the term **applicant** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).

For all other clauses, the term **applicant** means a bidder, offeror, or proposer for a contract.

#### A2 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## A3 AFFIRMATIVE ACTION REQUIREMENT (Contracts Exceeding \$10,000)

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

#### **Timetables**

Goals for minority participation for each trade: 25.2% Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and 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 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Maryland, Washington County, Hagerstown.

#### A4 BREACH OF CONTRACT TERMS (Contracts Exceeding \$250,000)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

#### A5 BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statues, guidance, and Faa policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

## A5.1 CERTIFICATE OF COMPLIANCE WITH FAA BUY AMERICAN PREFERNCE – CONSTRUCTION PROJECTS

#### Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intend to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statues, guidance, and FAA policies, by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statues, guidance, and policies of the FAA by:
  - a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

100%) percent Buy
3 or Type 4 waiver
nt bidder or offeror
3

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than sixty (60%) percent of the cost of all components and subcomponents of the "facility/project". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** (Unreasonable Costs) – Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than twenty-five (25%) percent. The required documentation for this waiver is:

- a) A Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005; indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

	~!				
render the maker subject to prosecution under I	Title 18, United	States Code.			
Federal Aviation Administration and the mak		,		certification	may
False Statements: Per 49 USC § 47126, this ce			J	'	

Date	Signature	_
Company Name	Title	

#### A6 CIVIL RIGHTS - GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statues, Executive Orders, and such rules as identifies in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the ground of race, color, national origin (including limited English proficiency), creed, sec (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### A7 CIVIL RIGHTS - TITLE VI ASSURANCE

#### A7.1 Title VI Solicitation Notice

The **Board of County Commissioners of Washington County**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

## A7.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq).

#### A7.3 Compliance with Nondiscrimination Requirements

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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 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 will be notified by the Contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b) Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## A8 CLEAN AIR AND WATER POLLUTION CONTROL (Contracts Exceeding \$150,000)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

## A9 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (Contracts Exceeding \$100,000)

#### 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 (40) hours in such workweek.

#### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### 3. Withholding for Unpaid Wages and Liquidated Damages.

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

#### 4. Subcontractors.

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

#### A10 COPELAND "ANTI-KICKBACK" ACT (Contracts Exceeding \$2,000)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

#### A11 DAVIS-BACON REQUIREMENTS (Contracts Exceeding \$2,000)

#### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

#### 2. Withholding.

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

#### 3. Payrolls and Basic Records.

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

- (A) The Contractor shall submit weekly for each week in which any contract work (ii) is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is

being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

- (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the

wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 § CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

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

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 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 § 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

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

#### 9. Disputes Concerning Labor Standards.

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

#### 10. Certification of Eligibility.

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

#### A12 DEBARMENT AND SUSPENSION (Contracts Exceeding \$25,000)

#### A12.1 Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### A12.2 Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: http://www.sam.gov.
- 2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### A13 DISADVANTAGED BUSINESS ENTERPRISE

#### A13.1 Information Submitted as A Matter of Bidder Responsiveness

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2. A description of the work that each DBE firm will perform;
- 3. The dollar amount of the participation of each DBE firm listed under (1)
- 4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

## A13.2 Bid Information Submitted as A Matter of Bidder Responsibility

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2. A description of the work that each DBE firm will perform;
- 3. The dollar amount of the participation of each DBE firm listed under (1)
- 4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5. Written confirmation from each DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

#### A13.3 Race/Gender Neutral Means

The requirements of 49 CFR part 26 apply to this contract. It is the policy of The Board of County Commissioners of Washington County, Maryland to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### A13.4 Projects Covered by A DBE Program

#### DISADVANTAGED BUSINESS ENTERPRISES

#### Contract Assurance (49 CFR § 26.13) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

#### **Prompt Payment (§26.29)** –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from The Board of County Commissioners of Washington County, Maryland. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of The Board of County Commissioners of Washington County, Maryland. This clause applies to both DBE and non-DBE subcontractors.

#### Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

The prime contractor must not terminate a DBE subcontractor listed in response to Section A13.1 (or an approved substitute DBE firm) without prior written consent of The Board of County Commissioners of Washington County, Maryland. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from The Board of County Commissioners of Washington County, Maryland. Unless The Board of County Commissioners of

Washington County, Maryland's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The prime contractor may provide such written consent only if The Board of County Commissioners of Washington County, Maryland agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to The Board of County Commissioners of Washington County, Maryland its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the SBE subcontractor, with a copy to The Board of County Commissioners of Washington County, Maryland, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise The Board of County Commissioners of Washington County, Maryland and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why The Board of County Commissioners of Washington County, Maryland should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), The Board of County Commissioners of Washington County, Maryland may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

#### A14 DISTRACTED DRIVING (Contracts Exceeding \$3,500)

#### A14.1 Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## A15 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO) (Contracts Exceeding \$10,000)

#### A16.1 Equal Opportunity Clause

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

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## A16.2 Standard Federal Equal Employment Opportunity Construction Contract Specifications

- 1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR part 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 must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas 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 trainees to be counted training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must 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 therefor 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 woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with onsite

supervisory personnel such 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 work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- 1. 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 7p). The

efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a 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, sexual orientation, gender identity, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 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 numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex,

status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

#### A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Contracts Exceeding \$100,000)

#### A18.1 Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of 1. the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid 2. to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### A19 PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## A21 PROCUREMENT OF RECOVERED MATERIALS (Contracts Exceeding \$10,000)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b. Fails to meet reasonable contract performance requirements; or
- c. Is only available at an unreasonable price.

#### **A22 RIGHT TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

#### **A23 SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

#### A24 TAX DELINOUENCY AND FELONY CONVICTIONS

## **A24.1** Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark  $(\checkmark)$  in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### A25 TERMINATION OF CONTRACT (Contracts Exceeding \$10,000)

#### A25.1 Termination for Convenience

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.
- 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.
- 6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

- 3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### A25.2 Termination for Cause (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

#### A25.3 Termination for Cause (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

- 1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
- 2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- 3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- 4. Fails to comply with material provisions of the Contract;
- 5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- 6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within ten (10) days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### A26 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 § CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3. who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on

the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

#### A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 § USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

# SECTION 5 TECHNICAL SPECIFICATIONS



### **List of Specifications**

PART $2 - G$	ENERAL CONSTRUCTION ITEMS
Item M-100	Maintenance and Protection of Traffic
Item M-150	Project Survey and Stakeout
Item C-100	Contractor Quality Control Program (CQCP)
Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
Item C-105	Mobilization
Item C-110	Method of Estimating Percentage of Material Within Specification Limits
PART 3 – S	ITEWORK
Item P-101	Preparation/Removal of Existing Pavements
Item P-152	Excavation, Subgrade and Embankment
PART 4 _ R	ASE COURSES
Hem P-209	Crushed Aggregate Base Course
PART 6 – F	LEXIBLE PAVEMENTS
Item P-401	Asphalt Mix Pavement
Item P-403	Asphalt Mix Pavement (Base Course)
PART 9 – M	MISCELLANEOUS
Item P-603	Emulsified Asphalt Tack Coat
	Joint Sealants for Pavements
Item P-606	Adhesive Compounds, Two-Component for Sealing Wire and Lights in
	Pavement
Item P-610	Concrete for Miscellaneous Structures
Item P-620	Runway and Taxiway Marking

PART 11 – DRAINAGE

Item D-705 Pipe Underdrain for Airports

Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

PART 12 – TURFING

Item T-901 Seeding

Item T-905 Topsoil

Item T-908 Mulching

#### PART 13 – LIGHTING INSTALLATION

Item L-108 Underground Power Cable for Airports

Item L-110 Airport Underground Electrical Duct Banks and

Conduits Item L-115 Electrical Manholes and Junction Structures

Item L-125 Installation of Airport Lighting Systems

#### Item M-100 Maintenance and Protection of Traffic

#### DESCRIPTION

- **1.1- General.** This work shall consist of maintaining aircraft and vehicular traffic and protecting the public from damage to person and property within the limits of and for the duration of the Contract. This work shall also consist of implementing and complying with the Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD).
- **2.1- Maintenance of Aircraft and Vehicular Traffic.** The requirements of Section 104, as specified in the Maryland State Department of Transportation State Highway Administration Standard Specifications for Construction and Materials latest issue, plus all revisions and addenda pertaining thereto, shall apply with the following modifications and/or revisions as described below.

The following additional items are specifically included without limiting the generality implied by these Specifications and the Contract Drawings.

- Restoration of all surfaces disturbed as a result of the Contractor's Operations.
- Installation, maintenance, and removal of temporary barricades, warning signs and hazard markings.
- Installation, maintenance, and removal of all temporary markings.
- Testing and maintenance of existing and new lighting circuitry.
- Installation, maintenance, and removal of barricade lights.
- Cleaning and maintenance of all paved areas.
- Security requirements including crossing guards, gate guards, and airfield escorts.
- Communication with the air traffic control tower.
- Dust control for the duration of the project.
- The Contractor shall have a dedicated employee to monitor the airfield radio during the execution of all work.
- The Contractor will be provided two (2) lighted runway closure markers for the duration of the project for scheduled runway closures. Transport/setup, maintenance and removal of the lighted runway closure markers as required by the drawings and specifications shall be the responsibility of the contractor.
- Closure markers for the intersecting runway (2-20) shall be per the details shown on the contract drawings.

**2.2-** Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction, latest edition. The requirements of the CSPP are included in the contract drawings and Appendix A of the Specifications.

If it is 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 is specified and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the contract drawings. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, transition ramps, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction, latest edition. 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 SPCD that details how it proposes to comply with the requirements presented within the CSPP. The SPCD must be approved by the RPR/Owner prior to issuance of the Notice to Proceed.

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 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 SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

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

In addition to the items listed in 2.1, the following items are specifically included in the CSPP, without limiting the generality implied by these Specifications and the Contract Drawings.

- Preparing the SPCD
- Scheduling and Updates
- Look Ahead Schedules
- Conducting and Attending Construction Progress, Safety and Security Meetings
- Providing flag people
- Installation, maintenance, and removal of flood lights for night time construction.
- Maintenance of access roads and staging areas
- Maintenance and protection of utilities

- Installation, maintenance, and removal of temporary protection during demolition, milling and paving operations
- Cleaning of paved surfaces
- Foreign Object Debris (FOD) removal
- Wildlife Management
- Restoration of surfaces disturbed as a result of the Contractor's operations
- Providing, maintaining, and removing warning signs, hazard markings, barricade lights
- Providing padlocks for access gates
- Providing a guard at access gates
- Security requirements

#### METHOD OF MEASUREMENT

3.1-Basis of measurement. This item will not be measured, payment for maintenance and protection of traffic and for the CSPP will be made on a lump sum basis. The lump sum shall include all items required to satisfy this Specification. The lump sum price for Maintenance and Protection of Traffic and CSPP shall not exceed five (5) percent of the total Contract bid amount for base bid less the bid price for Maintenance and Protection of Traffic and CSPP, as shown on the provided Bid Tabulation Form. No payment in excess of five (5) percent of the total Contract bid amount for base bid less the bid price for Maintenance and Protection of Traffic and CSPP will be made for this item. If the total cost for all items required for Maintenance and Protection of Traffic and CSPP is in excess of five (5) percent of the total Contract bid amount for base bid less the bid price for Maintenance and Protection of Traffic and CSPP, the Contractor shall include the excess in the unit price of other items of work.

## **BASIS OF PAYMENT**

**4.1-Basis of payment.** The lump sum price bid for maintenance and protection of traffic and CSPP shall include all equipment, materials, and labor necessary to adequately and safely maintain and protect traffic and to implement and comply with the CSPP and SPCD.

In the event the contract completion date is extended, no additional payment will be made for maintenance and protection of traffic and for the CSPP.

Progress payments will be made for this item in proportion to the total amount of contract work completed, less any deductions for unsatisfactory maintenance and protection of traffic and non-compliance and failure to implement the CSPP and SPCD.

No payment will be made under maintenance and protection of traffic and CSPP for each calendar day during which there are substantial deficiencies in compliance with the Specification requirements of any subsection of this Section as determined by the RPR.

The amount of such calendar day non-payment will be determined by dividing the lump sum amount bid for maintenance and protection of traffic and CSPP by the number of calendar days between the date the Contractor commences work and the date of completion as designated in this proposal, without regard to any extension of time.

If the Contractor fails to maintain and protect traffic and/or fails to comply with or implement the CSPP and SPCD adequately and safely for a period of 24 hours, the Owner shall correct the adverse conditions by any means it deems appropriate and shall deduct the cost of the corrective work from any monies due

BID NO. PUR-1592 BID DOCUMENTS MARCH 29,2023

the Contractor. The cost of this work shall be in addition to the liquidated damages and non-payment for maintenance and protection of traffic and CSPP listed above.

However, where major nonconformance with the requirements of this Specification is noted by the RPR and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the RPR regardless of whether corrections are made by the Owner as stated in the paragraph above.

Payment will be made under:

Item M-100-4.1 Maintenance and Protection of Traffic – per lump sum

**END OF ITEM M-100** 

## **Item M-150 Project Survey and Stakeout**

## DESCRIPTION

1.1- Under this item, the Contractor shall perform all necessary surveying required to construct all elements of the Project as shown on the Contract Drawings and specified in the Proposal and Specifications. This shall include but not be limited to stakeout, layout and elevations for pavement, structures, and control joints, forms, as shown and required, consistent with the current practices. The stakeout survey shall proceed immediately following the award of the Contract and shall be expeditiously progressed to completion in a manner and at a rate satisfactory to the RPR. The Contractor shall keep the RPR fully informed as to the progress of the stakeout survey. All survey work shall be provided under the direction of a Maryland licensed land surveyor.

#### **MATERIALS**

**2.1-** All instruments, equipment, stakes and any other material necessary to perform the work satisfactorily shall be provided by the Contractor.

All stakes used shall be of a type approved by the RPR. It shall be the Contractor's responsibility to maintain these stakes in their proper position and location at all times.

## **CONSTRUCTION DETAILS**

**3.1-** The exact position of all work shall be established from control points, baseline transit points or other points of similar nature which are shown on the Contract Drawings and/or modified by the RPR. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the RPR for interpretation or furnishing when such is observed or required.

The Contractor shall place two offset stakes or references at each centerline station and at such intermediate locations as the RPR may direct. From computations and measurements made by the Contractor, these stakes shall be clearly and legibly marked with the correct centerline station number, offset and cut or fill so as to permit the establishment of the exact centerline location and elevation during construction. If markings become faded or blurred for any reason, the markings shall be restored by the Contractor and at the request of the RPR. He shall locate and place all cut, fill, slope, fine grade or other stakes and points, as the RPR may direct for the proper progress of the work. All control points shall be properly guarded and flagged for easy identification.

All structures shall be staked out by the Contractor at the locations and elevations shown on the Contract Drawings or specified by the RPR. Reference points, baselines, stakes and benchmarks for borrow pits shall be established by the Contractor. Permanent survey marker locations shall be established and referenced by the Contractor.

The Contractor shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged or destroyed points, benchmarks or stakes, or any reference points made inaccessible by the progress of the construction, shall be replaced or transferred by the Contractor. Any of the above points which may be destroyed or damaged shall be transferred by the Contractor before they are damaged or destroyed. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the RPR immediately. All stakeout survey work shall be referenced to the centerlines shown on the Contract Drawings. All computations necessary to establish the exact position of

the work from control points shall be made and preserved by the Contractor. All computations, survey notes and other records necessary to accomplish the work; shall be neatly made. Such computations, survey notes and other records shall be made available to the RPR upon request and shall become the property of the Owner and delivered to the RPR not later than the date of acceptance of the Contract.

The RPR may check all or any portion of the stakeout survey work or notes made by the Contractor. Any necessary correction to the work shall be made immediately by the Contractor. Such checking by the RPR shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.

Prior to the final cross-section survey of the Project by the RPR, the Contractor shall reestablish centerline or baseline points and stationing as required by the RPR.

During the progress of the construction work, the Contractor will be required to furnish all of the surveying and stakeout incidental to the proper location by line and grade for each phase of the work. For paving and any other operation requiring extreme accuracy, the Contractor will re-stake with pins or other acceptable hubs located directly adjacent to the work as stated in the FAA General Provisions Section 50-07 Construction Layout and Stakes.

Any existing stakes, iron pins, survey monuments or other markers defining property lines or airfield features which may be disturbed during construction shall be properly tied into fixed reference points before being disturbed and accurately reset in their proper position upon completion of the work. Just prior to completion of the Contract, the Contractor shall reestablish, if necessary, and retie all control points as permanently as possible and to the satisfaction of the RPR. Contractor shall coordinate and confirm with QA survey firm the reestablishment of all control points. Contractor must also turn over all data collected to the RPR.

### METHOD OF MEASUREMENT

**4.1-** Payment will be made at the lump sum price bid for this item.

#### **BASIS OF PAYMENT**

**5.1-** The lump sum price bid shall include the cost of furnishing all labor, equipment, instruments and all other material necessary to satisfactorily complete the Project surveying and stakeout. Partial payments may be made at the discretion of the RPR and owner as the work progresses.

Payment will be made under:

Item M-150-5.1 Project Survey and Stakeout – per lump sum

**END OF ITEM M-150** 

# Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) 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 Contractor shall establish a CQCP that will:

- **a.** Provide qualified personnel to develop and implement the CQCP.
- **b.** Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- **d.** Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- **a.** Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
  - **b.** Discussion of the QA program.
- **c.** Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
  - **d.** Establish regular meetings to discuss control of materials, methods and testing.
  - e. Establishment of the overall QC culture.

## 100-2 Description of program.

**a. General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-

site fabrication, workmanship, construction, finish, and functional performance. The CQCP 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 QC.

**b.** Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 14 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

- (1) QC organization and resumes of key staff
- (2) Project progress schedule
- (3) Submittals schedule
- (4) Inspection requirements
- (5) QC testing plan
- (6) Documentation of QC activities and distribution of QC reports
- (7) Requirements for corrective action when QC and/or QA acceptance criteria are not met
- (8) Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.** The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, 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 CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The OC organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet 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) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA 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. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA 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 paragraph 100-6.
  - (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
  - (3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

- **c. Staffing levels.** The Contractor shall provide sufficient qualified QC 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 CQCP shall state where different technicians will be required for different work elements.
- **100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.
- **100-5 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 as a minimum:
  - a. Specification item number
  - **b.** Item description
  - c. Description of submittal
  - d. Specification paragraph requiring submittal
  - e. Scheduled date of submittal
- **100-6 Inspection requirements.** QC 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 paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

- **a.** During plant operation for material production, QC 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 CQCP shall detail how these and other QC functions will be accomplished and used.
- **b.** During field operations, QC 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 CQCP shall document how these and other QC functions will be accomplished and used.

# 100-7 Contractor QC testing facility.

- **a.** For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:
  - 8.1.3 Equipment Calibration and Checks;
  - 8.1.9 Equipment Calibration, Standardization, and Check Records;
  - 8.1.12 Test Methods and Procedures
- **b.** For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:
  - 7 Test Methods and Procedures
  - 8 Facilities, Equipment, and Supplemental Procedures
- **100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC 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 QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401)
- **b.** Item description (e.g., Hot Mix Asphalt Pavements)
- c. Test type (e.g., gradation, grade, asphalt content)
- **d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- **e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)
  - **f.** Responsibility (e.g., plant technician)
  - **g.** Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC 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 RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

- **a. Daily inspection reports.** Each Contractor QC 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 QC 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) Summary of any necessary corrective actions
  - (7) Safety inspection.
  - (8) Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests 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 QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

- **b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC 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 RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

**100-10** Corrective action requirements. The CQCP 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 CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear 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 QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC 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 inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

## 100-12 Noncompliance.

- **a.** The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.
- **b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:
  - (1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
  - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

#### METHOD OF MEASUREMENT

**100-13 Basis of measurement and payment.** Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

- **a.** With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
- **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 20%.
- **d.** When 75% or more of the original contract is earned, an additional 20%

e. After final inspection and acceptance of project, the final 10%.

# **BASIS OF PAYMENT**

# 100-1.1 Payment will be made under:

C-100-1.1 Contractor Quality Control Program (CQCP) - lump sum

# REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use
	in Construction and Criteria for Testing Agency Evaluation

in construction and criteria for resumgrigency Evaration

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

## **END OF ITEM C-100**

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

### **DESCRIPTION**

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

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

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

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

#### **MATERIALS**

- **102-2.1 Grass.** Not used.
- 102-2.2 Mulches. Not used.
- 102-2.3 Fertilizer. Not used.
- 102-2.4 Slope drains. Not used.
- **102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.
- **102-2.6 Rip rap channel**. Rip rap channel & rock outlet protection shall be Class II conforming to the minimum material specifications established in the 2011 Maryland Standards and Specification for Soil Erosion and Sediment Control, Maryland Department of the Environment.
- **102-2.7 Other.** All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.
  - (1). Standard inlet protection type 'B' wrapping in super silt fence
  - (2). At grade inlet protection
  - (3). Flow barrier

# **CONSTRUCTION REQUIREMENTS**

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

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

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

**102-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent 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, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR 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 RPR.

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 RPR. 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 RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

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

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

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

- 102-3.4 Installation, maintenance and removal of silt fence. 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 RPR.
- **102-3.5 Installation of rip rap channel.** Rip rap channel work will be performed in accordance with section 312.03 of the Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2018 and the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control, Maryland Department of the Environment.

## METHOD OF MEASUREMENT

- **102-4.1** Temporary erosion and pollution control work required will be performed as scheduled or directed by th RPR. Completed and accepted work will include installation, maintenance and removal of the items and will be measured as follows:
  - a. Installation of silt fence will be measured by the linear foot.
  - **b.** Installation of rip rap (Class II) per square yard. Cost shall include clearing and grubbing of existing vegetation, as well as the installation of a geotextile fabric, and placement of rip rap, and protection of existing rip rap to remain.
  - c. Installation of standard inlet protection type 'B' wrapping in super silt fence will be measured per each.
  - **d.** Installation of at-grade inlet protection will be measured per each.
  - e. Installation of flow barrier will be measured per each.
- **103-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

# **BASIS OF PAYMENT**

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

Item C-102-5.1a	Silt Fence – per linear feet
Item C-102-5.1b	Rip Rap (Class II) - per square yard
Item C-102-5.1c	Standard Inlet Protection Type 'B' Wrapping in Super Silt Fence – per each
Item C-102-5.1d	At-Grade Inlet Protection - per each
Item C-102-5.1e	Flow Barrier - per each

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

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 RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

# REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

AC 150/5370-2G Operational Safety on Airports During Construction

ASTM International (ASTM)

ASTM D6461 Standard Specification for Silt Fence Materials

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

# **END OF ITEM C-102**

## Item C-105 Mobilization

- **105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.
- 105-2 Mobilization limit. Mobilization shall be limited to 5 percent of the total project cost.
- 105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.
- **105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

#### METHOD OF MEASUREMENT

- **105-5 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:
  - a. With first pay request, 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 Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

## **BASIS OF PAYMENT**

## 105-6 Payment will be made under:

C-105-6.1 Mobilization – per lump sum

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

MOBILIZATION C-105 - 1

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 - Employee Rights under the Davis-Bacon Act Poster

# **END OF ITEM C-105**

MOBILIZATION C-105 - 2

# Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

110-1 General. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation ( $S_n$ ) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index,  $Q_L$  for Lower Quality Index and/or  $Q_U$  for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

# 110-2 Method for computing PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- **b**. Locate the random sampling position within the sublot in accordance with the requirements of the specification.
- **c.** Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
  - **d.** Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + ... x_n) / n$$

Where: X = Sample average of all sublot test values within a lot

 $x_1, x_2, \dots x_n$ = Individual sublot test values

n = Number of sublot test values

**e.** Find the sample standard deviation (S<sub>n</sub>) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + ...d_n^2)/(n-1)]^{1/2}$$

Where:  $S_n = Sample$  standard deviation of the number of sublot test values in the set

 $d_1, d_2, \dots d_n$  = Deviations of the individual sublot test values  $x_1, x_2, \dots$  from the average value X

that is: 
$$d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$$

n = Number of sublot test values

**f.** For single sided specification limits (i.e., L only), compute the Lower Quality Index  $Q_L$  by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with  $Q_L$ , using the column appropriate to the total number (n) of measurements. If the value of  $Q_L$  falls between values shown on the table, use the next higher value of PWL.

 ${f g.}$  For double-sided specification limits (i.e., L and U), compute the Quality Indexes  $Q_L$  and Qu by use or the following formulas

$$\begin{aligned} Q_L &= (X-L) / S_n \\ and \\ Q_U &= (U-X) / S_n \end{aligned}$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with  $Q_L$  and  $Q_U$ , using the column appropriate to the total number (n) of measurements, and determining the percent of material above  $P_L$  and percent of material below  $P_U$  for each tolerance limit. If the values of  $Q_L$  fall between values shown on the table, use the next higher value of  $P_L$  or  $P_U$ . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where:  $P_L$  = percent within lower specification limit  $P_U$  = percent within upper specification limit

### EXAMPLE OF PWL CALCULATION

**Project:** Example Project

Test Item: Item P-401, Lot A.

# A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + ... x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95\%$$
 density

**3.** Calculate the standard deviation for the lot.

$$S_n = \left[ \left( (96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2 \right) \right) / (4 - 1) \right]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

**4.** Calculate the Lower Quality Index Q<sub>L</sub> for the lot. (L=96.3)

$$Q_{L} = (X - L) / S_{n}$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

**5.** Determine PWL by entering Table 1 with  $Q_L$ = 1.44 and n= 4.

$$PWL = 98$$

# **B. PWL Determination for Air Voids.**

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 ...n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

**3.** Calculate the standard deviation  $S_n$  for the lot.

$$S_n = \left[ \left( (3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2 \right) / (4 - 1) \right]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

**4.** Calculate the Lower Quality Index  $Q_L$  for the lot. (L= 2.0)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$O_L = 1.3992$$

**5.** Determine  $P_L$  by entering Table 1 with  $Q_L = 1.41$  and n = 4.

$$P_{L} = 97$$

**6.** Calculate the Upper Quality Index  $Q_U$  for the lot. (U= 5.0)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine  $P_U$  by entering Table 1 with  $Q_U = 1.29$  and n = 4.

$$P_{IJ} = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

# **EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)**

**Project:** Example Project

Test Item: Item P-401, Lot A.

# A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

$$A-3 = 99.30$$

A-4 = 98.35

A-2 97.55

A-1 = 96.60

- 2. From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.
  - **3.** Use average density, standard deviation, and test criterion value to evaluate density measurements.
    - **a.** For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

**b.** For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

**Note:** In this example, a measurement would be considered an outlier if the density were:

Greater than 
$$(97.95 + 1.463 \times 1.15) = 99.63\%$$

OR

less than  $(97.95 - 1.463 \times 1.15) = 96.27\%$ .

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within	Positive Values of Q ( $Q_L$ and $Q_U$ )							
Limits (P <sub>L</sub> and P <sub>U</sub> )	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent	Negative Values of Q (Q <sub>L</sub> and Q <sub>U</sub> )							
Within Limits (P <sub>L</sub> and P <sub>U</sub> )	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0288	-1.0800	-1.0407	-1.0433	-1.0413	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1173	-1.1192	-1.1613	-1.1204	-1.1208	-1.1212
11	-1.0730	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2419	-1.2492	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1164	-1.2900	-1.3508	-1.3323	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4199	-1.4203
5	-1.1342	-1.3500	-1.4407	-1.4329	-1.4361	-1.4/1/	-1.4829	-1.5635
4	-1.1403	-1.3800	-1.4407	-1.4887	-1.5181	-1.6127	-1.6313	-1.6454
	-1.1436	-1.4100	-1.5427	-1.6181	-1.56/1	-1.6993	-1.7235	-1.7420
3 2	-1.1496	-1.4400	-1.5427	-1.6982	-1.7612	-1.8053	-1.7233	-1.7420
1	-1.1524	-1.4400	-1.6714	-1.8008	-1.7612	-1.8033	-1.8379	-2.0362
1	-1.1341	-1.4/00	-1.0/14	-1.0000	-1.0000	-1.9320	-1.7774	-2.0302

# **REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM E178

Standard Practice for Dealing with Outlying Observations

# **END OF ITEM C-110**

# **Item P-101 Preparation/Removal of Existing Pavements**

#### DESCRIPTION

**101-1** This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

# **EQUIPMENT AND MATERIALS**

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

## **CONSTRUCTION**

## 101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

- **a. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. All demolished material shall be hauled off and disposed legally at an off-site location.
- **b. Repair or removal of Base, Subbase, and/or Subgrade.** All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.
- 101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Not used.
- 101-3.3 Removal of Foreign Substances/contaminates prior to remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Sandblasting may be used. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. No material shall be deposited on the pavement 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. Not Used.
- **b. Asphalt pavement repair.** The Contractor shall repair all spalled asphaltic concrete as shown on the plans or as directed by the RPR. 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. Materials and methods of construction shall comply with the applicable sections of these specifications.
- 101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport property. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.
- **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 RPR shall layout the area to be milled with a straightedge in increments of 1-foot 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 be repaired by the Contractor at the Contractor's Expense.
- **b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 12 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport property.
- **c.** Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials 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 loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.
- 101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Not Used.
- **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 RPR. 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 prior to resealing. Not Used
- 101-3.8.1 Removal of Existing Joint Sealant. Not Used
- 101-3.8.2 Cleaning prior to sealing. Not Used
- 101-3.8.3 Joint sealant. Not used
- 101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Not used.
- **101-3.9.1 Preparation of Crack**. Not used.
- 101-3.9.2 Removal of Existing Crack Sealant. Not Used.
- 101-3.9.3 Crack Sealant. Not used.
- 101-3.9.4 Removal of Pipe and other Buried Structures.

- a. **Removal of Existing Pipe Material.** Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% per ASTM D1557.
- b. **Removal of Headwalls and End Sections.** Where indicated on the plans or as directed by the RPR, headwalls and end sections shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When outside paved areas must be compacted to 95% of ASTM D698, D698.

#### METHOD OF MEASUREMENT

- **101-4.1 Pavement removal**. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Removal shall include all existing asphalt, existing concrete, and existing stone as shown on plans. Any pavement removed outside the limits of removal because the payment was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal.
- **101-4.2** Cold milling. The unit of measure for cold milling shall be 3 inch depth of milling per square yard. The location of the cold milling shall be as shown on the plans.
- 101-4.3 Variable Cold milling. The unit of measure for variable cold milling shall be 0 to 3 inches of milling per square yard. The location of the variable cold milling shall be as shown on the plans.
- **101-4.44Pipe Removal.** The unit of measure for pipe removal shall be the number of linear feet removed by the Contractor measured, in plan-view, from the inside wall of structure to inside wall of structure. Any pipe removed outside the limits of removal because the pipe was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. Removal costs shall include any costs related to backfilling the area of removal.
- **101-4.55Removal of Structures.** The unit of measure for structure removal shall be the number of structures removed by the Contractor. Structures include Headwalls and End Sections. Any structure removed outside the limits of removal because the structure was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. Structure removal costs shall include any costs related to backfilling area of removal.

#### **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 Removal – per square yard
Item P-101-5.2	Cold Milling, 3" Depth – per square yard
Item P-101-5.3	Cold Milling, Variable Depth (0"-3") – per square yard
Item P-101-5.44	Pipe Removal, 48" RCP - per linear foot
Item P-101-5.55	Structure Removal - per each

## **REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

#### **END OF ITEM P-101**

# 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, taxiways, and intermediate areas as well as other areas for drainage, 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.
- **152-1.3 Unsuitable excavation.** Unsuitable material shall be disposed of off airport property. Materials containing vegetable or organic matter, such as clay, 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 RPR.

## **CONSTRUCTION METHODS**

**152-2.1 General.** The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of off airport property.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, 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.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

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 RPR, who shall arrange for their removal if necessary. The Contractor, at their own 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.

**aBBlasting.** If lasting is allowed, blasting and explosive storage shall be in accordance with Section 70, paragraph 70-09 and all federal, state, and local safety regulations. Submit notice 155days prior to starting work. If blasting is being proposed by the Contractor, the Contractor will be required to submit a Blasting Plan that includes calculations for overpressure and debris hazard. The Contractor or Subcontractor performing the blasting is required to be licensed in the State of Maryland in accordance with the Maryland Public Safety Code, Title 11, Explosives. The Contractor shall obtain a Blaster's Permit from the State of Maryland, Department of State Police, Office of the State Fire Marshall for general above ground construction.

The cost for obtaining such licenses and permits shall be incidental to this Item. Obtain written approval prior to performing any blasting and notify the RPR and the Office of the State Fire Marshall at least 24 hours prior to blasting Include provisions for storing, handling, and transporting explosives as well as for the blasting operations in the plan. The Contractor is responsible for damage caused by blasting operations. Blasting will be permitted as directed by the RPR and in accordance with the following

Blasting will be permitted only when proper precautions are taken for the safety of all persons, work, and property. All damage done to the work or property shall be repaired by the Contractor. The cost of repair is incidental to this item. All operations of the Contractor in connection with the transportation, storage, and use of explosives shall conform to all federal, state and local regulations and explosive manufacturers' instructions, with applicable approved permits reviewed by the RPR. Any approval will not relieve the Contractor of their responsibility in blasting operations.

Where blasting is approved, the Contractor shall employ a vibration consultant, approved by the RPR, to advise on explosive charge weights per delay and to analyze records from seismograph recordings. The seismograph shall be capable of producing a permanent record of the three components of the motion in terms of particle velocity, and in addition shall be capable of internal dynamic calibration.

In each distinct blasting area, where pertinent factors affecting blast variations and their effects in the area remain the same, the Contractor shall submit a blasting plan of the initial blasts to the RPR for approval. This plan must consist of hold size, depth, spacing, burden, type of explosives, type of delay sequence, maximum amount of explosive on any one delay period, depth of rock, and depth of overburden if any. The maximum explosive charge weights per delay included in the plan shall not be increased without the approval of the RPR.

The Contractor shall keep a record of each blast its date, time and location; the amount of explosives used maximum explosive charge weight per delay period, and, where necessary, seismograph records identified regulations.

These records shall be made available to the RPR on a monthly basis or in tabulated form at other times as required.

**152-2.2 Excavation.** No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Existing grades on the design cross sections or DTM''s, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification

identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

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 RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of off airport property.

Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be removed and disposed of off airport property or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from off-site borrow areas.

- **a. Selective grading.** When selective grading is indicated on the plans, the more suitable material designated by the RPR 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 until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.
- **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 below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified or as directed by the RPR. Unsuitable materials shall be disposed off the airport property. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard for Unsuitable Excavation. The excavated area shall be backfilled with Contingent Suitable Fill and wrapped in separation geotextile as shown in the contract drawings. 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. Undercutting will be paid as Contingent Undercut.
- **c. Over-break.** Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break 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 the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

**152-2.3 Borrow excavation.** Not used.

- 152-2.44Drainage excavation.DDrainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. 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 RPR. 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.
- 152-2.55Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100% of maximum density for non-cohesive soils, and 95%5of maximum density for cohesive soils as determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.
- **152-2.6 Preparation of embankment area.** 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 and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1))vertical to four (4)4horizontal 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 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.

**152-2.77Control Strip.** The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

**152-2.88Formation of embankments.** The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. 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 due to 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 lift shall be within  $\pm 2\%$  of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The RPR will take samples of excavated materials which will be used in embankment for testing to obtain a Moisture-Density Relations of Soils Report (Proctor) in accordance with D1557. A new Proctor shall be obtained for each soil type based on visual classification.

Density tests will be taken by the RPR for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

If nuclear density machines are to be used for density determination, the machines shall be calibrated in accordance with ASTM D6938.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% 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 as shown on the details and to a density of not less than 100 percent of the maximum density as determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

The in-place field density shall be determined in accordance with ASTM D1556 or ASTM 6938 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. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift 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 lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, 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.

**152-2.9 Proof rolling.** The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and after compaction is completed, the subgrade area shall be proof rolled with a Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 100 psi in the presence of the RPR. Apply a minimum of two (2) coverages, or as specified by the RPR, under pavement 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 or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

**152-2.10** Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D1557. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

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). When the material has greater than 30 percent retained on the  $\frac{3}{4}$  inch sieve, follow the methods in procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of 3,000 S.Y. of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D1556 or 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 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Density tests will be taken by the RPR for every 3,000 square yards of completed subgrade. If a nuclear gage is used for density determination, two random readings shall be made for each 3,000 square yards.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

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 RPR and the finished subgrade shall be maintained.

**152-2.11 Finishing and protection of subgrade.** Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. 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. All ruts or rough places that develop in the completed subgrade shall be graded, recompacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

**152-2.12 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.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

- **152-2.13 Surface Tolerances.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.
  - a. Smoothness. The finished surface shall not vary more than +/- ½ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of line on a 50-foot grid.
  - **b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.0feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, 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 be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, 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 re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and 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 for "Unclassified Excavation."

When stockpiling of topsoil and later rehandling of such material is shown on the plans or directed by the Engineer, the material so rehandled shall be paid for at the contract unit price per square yard (4" depth) for "topsoiling," as provided in Item T-905.

- **152-2.15 Separation Geotextile.** Separation geotextile shall be Class 2, 0.02 sec<sup>-1</sup> permittivity per ASTM D4491, Apparent opening size per ASTM D4751 with 0.60 mm maximum average roll value.
- **152-2.16 MD #2 Stone.** Stone material shall meet the material, gradation, sampling and testing requirements for MD #2 Stone or AASHTO #3 Stone.

## METHOD OF MEASUREMENT

- **152-3.1** Measurement for payment of unclassified excavation, specified by the cubic yard, shall be computed by the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities. All excavation materials shall be stockpiled on site to be utilizes as embankment.
- **152-3.2** The quantity of separation geotextile shall be measured by the number of square yards of materials placed and accepted by the RPR as complying with the plans and specifications excluding seam overlaps and edge anchoring.
- **152-3.3** The quantity of undercut to be paid for shall be the number of cubic yards 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.
- **152-3.4** The quantity of suitable fill (Maryland #2 Stone) for backfill in areas of unsuitable excavation will be determined by measurement of the number of cubic yards of material actually constructed and accepted by the RPR as complying with the plans and specifications.

## **BASIS OF PAYMENT**

- **152-4.1** Unclassified excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals, necessary to complete the item. It shall also include hauling away any excess material off airport property.
- **152-4.2** Payment shall be made at the contract unit price per square yard for separation geotextile. The price shall be full compensation for furnishing all labor, equipment, material, anchors, and incidentals necessary.
- **152-4.3** Payment shall be made at the contract unit price per cubic yard of undercut. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item. It shall also include hauling away all excavated material off airport property.
- **152-4.4** Payment shall be made at the contract unit price per cubic yard for suitable fill (Maryland #2 Stone). 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.

Item	P-152-4.1	Unclassified Excavation - per cubic yard
Item	P-152-4.2	Separation Geotextile - per square yard
Item	P-152-4.3	Undercut - per cubic yard
Item	P-152-4.4	Suitable Fill (Maryland #2 Stone) - per cubic yard

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180 Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg

(10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using

Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>))

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<sup>3</sup> (2700 kN-m/m<sup>3</sup>))

ASTM D6938 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-

Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2 Operational Safety on Airports During Construction Software

FAARFIELD - FAA Rigid and Flexible Iterative Elastic Layered

Design U.S. Department of Transportation

FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

**END OF ITEM P-152** 

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# **Item P-209 Crushed Aggregate Base Course**

#### **DESCRIPTION**

**209-1.1** This item consists of a base course composed of crushed aggregate base constructed on geotextile separation fabric over a prepared course in accordance with these specifications and in conformity to the dimensions and typical cross-sections shown on the plans.

This item also consists of stone material used for backfilling unsuitable material excavations.

#### **MATERIALS**

**209-2.1 Crushed aggregate base.** Crushed aggregate shall consist of clean, sound, durable particles of crushed stone and shall be free from coatings of clay, silt, organic material, clay lumps or balls or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as consistent and uniform as practicable. Fine aggregate portion, defined as the portion passing the No. 4 (4.75 mm) sieve shall consist of fines from the coarse aggregate crushing operation. The fine aggregate shall be produced by crushing stone that meet the coarse aggregate requirements for wear and soundness. Aggregate base material requirements are listed in the following table.

### **Crushed Aggregate Base Material Requirements**

Material Test	Requirement	Standard			
	Coarse Aggregate				
Resistance to Degradation	Loss: 45% maximum	ASTM C131			
Soundness of Aggregates by Use of Sodium Sulfate <b>or</b> Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88			
Percentage of Fractured Particles	Minimum 90% by weight of particles with at least two fractured faces and 100% with at least one fractured face <sup>1</sup>	ASTM D5821			
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles <sup>2</sup>	ASTM D4791			
Fine Aggregate					
Liquid limit	Less than or equal to 25	ASTM D4318			
Plasticity Index	Not more than five (5)	ASTM D4318			

The area of each face shall be equal to at least 75% of the smallest mid-sectional 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.

**209-2.2 Gradation requirements.** The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation

A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

## **Gradation of Aggregate Base**

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances <sup>1</sup> (Percent)
2 inch (50 mm)	100		0
1-1/2 inch (37.5 mm)	95-100		±5
1 inch (25.0 mm)	70-95		±8
3/4 inch (19.0 mm)	55-85		±8
No. 4 (4.75 mm)	30-60		±8
No. 40 (425 μm)	10-30		±5
No. 200 (75 μm)	0-10		±3

<sup>1</sup>The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

# 209-2.3 Sampling and Testing.

- **a. Aggregate base materials.** The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraph 209-2.1. This sampling and testing will be the basis for approval of the aggregate base quality requirements.
- **b. Gradation requirements.** The Contractor shall take at least two aggregate base samples per dain the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 209-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

## **CONSTRUCTION METHODS**

**209-3.1 Control strip.** The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 8 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been

accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

**209-3.2 Preparing underlying subgrade and/or subbase**. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

**209-3.3 Production**. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 209-3.5, the approved material may be transported directly to the placement.

**209-3.4 Placement**. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

**209-3.5 Compaction**. Immediately after completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the subbase material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D1557. The moisture content of the material during placing operations shall be within ±2 percentage points of the optimum moisture content as determined by ASTM D1557. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**209-3.6 Weather limitations.** Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

**209-3.7 Maintenance.** The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at the Contractor's expense.

209-3.8 Surface tolerances. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in

accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

- **a. Smoothness.** The finished surface shall not vary more than 3/8-inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.
- **b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +0 and -1/2 inch of the specified grade.
- **209-3.9** Acceptance sampling and testing. Crushed aggregate base course shall be accepted for density and thickness on an area basis. Two tests shall be made for density and thickness for each 1200 square yds. Sampling locations will be determined on a random basis per ASTM D3665.
- **a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D1557. The in-place field density shall be determined per ASTM D1556 or 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. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**b. Thickness.** Depth tests shall be made by before and after survey. The thickness of the base course shall be within +0 and -1/2 inch of the specified thickness as determined by the survey completed by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended and recompacted to grade.

### METHOD OF MEASUREMENT

**209-4.1** The quantity of crushed aggregate base course will be determined by measurement of the number of square yards of material actually constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

#### **BASIS OF PAYMENT**

**209-5.1** Payment shall be made at the contract unit price per square yard for crushed aggregate 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:

Item P-209-5.1 Crushed Aggregate Base Course, 14" Depth - per square yard

Item P-209-5.2 Crushed Aggregate Base Course, 6" Depth – per square yard

# **REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

# ASTM International (ASTM)

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 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 C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
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/ft³ (2700 kN-m/m³))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

American Association of State Highway and Transportation Officials (AASHTO)

M288 Standard Specification for Geosynthetic Specification for Highway Applications

**END OF ITEM P-209** 

## **Item P-401 Asphalt Mix Pavement**

### **DESCRIPTION**

**401-1.1** This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized 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, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.
- **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 asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

## **Coarse Aggregate Material Requirements**

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate <b>or</b> Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more:  Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face <sup>1</sup>	ASTM D5821
	For pavements designed for aircraft gross weights less than 60,000 pounds (27200 kg):  Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face <sup>1</sup>	
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 <sup>2</sup>	ASTM D4791

<sup>&</sup>lt;sup>1</sup> The area of each face shall be equal to at least 75% of the smallest mid-sectional 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

- <sup>2</sup> A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).
- **b. Fine aggregate.** Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine

aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

## **Fine Aggregate Material Requirements**

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate <b>or</b> Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419

**c. Sampling.** ASTM D75 shall be used in sampling coarse and fine aggregate.

**401-2.2 Mineral filler.** Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

## **Mineral Filler Requirements**

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

401-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 64H-22.

**401-2.4 Anti-stripping agent.** Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

## **COMPOSITION**

- **401-3.1 Composition of mixture(s).** The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The 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) laboratory.** The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.
- **401-3.3 Job mix formula (JMF).** No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

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 proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance
  with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added,
  if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder,
  certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt
  content. To achieve minimum VMA during production, the mix design needs to account for
  material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.

- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of blows or gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
Tensile Strength Ratio (TSR) <sup>1</sup>	not less than 80 at a saturation of 70-80%	ASTM D4867
Asphalt Pavement Analyzer (APA) <sup>2</sup>	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

Test specimens for TSR shall be compacted at  $7 \pm 1.0$  % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867

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 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 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.

AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

**Table 2. Aggregate - Asphalt Pavements** 

Sieve Size	Percentage by Weight Passing Sieves
1 inch (25.0 mm)	
3/4 inch (19.0 mm)	100
1/2 inch (12.5 mm)	90-100
3/8 inch (9.5 mm)	72-88
No. 4 (4.75 mm)	53-73
No. 8 (2.36 mm)	38-60
No. 16 (1.18 mm)	26-48
Νο. 30 (600 μm)	18-38
No. 50 (300 μm)	11-27
No. 100 (150 μm)	6-18
Νο. 200 (75 μm)	3-6
Minimum Voids in Mineral Aggregate (VMA)	15.0
Stone	5.0-7.5
Recommended Minimum Construction Lift Thickness	2 inch

<sup>1</sup>To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

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 Reclaimed asphalt pavement (RAP).** RAP shall not be used.

**401-3.5 Control Strip.** Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR. The Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP), showing conformance with the requirements of paragraph 401-5.1, has been accepted, in writing, by the RPR.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F (71°C). The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in paragraph 401-5.5a; and Mat density, air voids, and joint density meet the requirements specified in paragraphs 401-6.2.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor's expense.

Payment will only be made for an acceptable control strip in accordance with paragraph 401-8.1 using a lot pay factor equal to 100.

### **CONSTRUCTION METHODS**

**401-4.1 Weather limitations.** The asphalt 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 RPR, if requested; however, all other requirements including compaction shall be met.

Mat Thiskness	Base Temperature (Minimum)	
Mat Thickness	°F	°C
3 inches (7.5 cm) or greater	40 1	4
Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm)	45	7

**Table 4. Surface Temperature Limitations of Underlying Course** 

- **401-4.2 Asphalt plant.** Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.
- **a. Inspection of plant.** The RPR, or RPR'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.
- **b. Storage bins and surge bins.** The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.
- **401-4.3 Aggregate stockpile management.** Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

- **401-4.4 Hauling equipment.** Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt 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 RPR. 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.
- **401-4.4.1 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.

**401-4.5 Asphalt pavers.** Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt 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 asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If 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.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

- **401-4.6 Rollers.** The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt 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.
- **401-4.7 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 supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.
- **401-4.8 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 when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F when added to the aggregate.
- **401-4.9 Preparation of mineral aggregate.** The aggregate for the asphalt 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 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.
- **401-4.10 Preparation of Asphalt mixture.** The aggregates and the asphalt binder shall be weighed or metered and mixed 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 asphalt upon discharge shall not exceed 0.5%.

**401-4.11 Application of Tack Coat.** Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

**401-4.12 Laydown plan, transporting, placing, and finishing.** Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt 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 approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 15 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

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 asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. 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 RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

**401-4.13** Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt 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 surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

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 asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt 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.

**401-4.14 Joints.** The formation of all joints shall be made 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 asphalt 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 asphalt 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 with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

### 401-4.15 Saw-cut grooving. Not used.

**401-4.16 Diamond grinding.** Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

**401-4.17 Nighttime paving requirements.** The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

## CONTRACTOR QUALITY CONTROL (CQC)

- **401-5.1 General.** The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.
- **401-5.2** Contractor quality control (QC) facilities. The Contractor shall provide (if qualified) or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC 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.
- **401-5.3 Contractor QC testing.** The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. 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 QC Testing Plan shall be developed as part of the CQCP.
- **a. Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.
- **b. Gradation.** Aggregate gradations shall be determined a minimum of twice per day 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 day in accordance with ASTM C566.
- **d. Moisture content of asphalt.** The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.
- **e. Temperatures.** Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt 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. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues.

The Contractor may use a 12-foot (3.7 m) straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. Straight-edge testing shall start 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. Testing shall be continuous across all joints. The 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 the two high points. If the rolling

inclinometer is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

- (1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.
- (2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

**h. Grade.** Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

- **401-5.4 Sampling.** When directed by the RPR, 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.
- 401-5.5 Control charts. The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate

gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and 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 RPR 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:

Sieve	Action Limit	Suspension Limit
3/4 inch (19.0 mm)	±6%	±9%
1/2 inch (12.5 mm)	±6%	±9%
3/8 inch (9.5 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (300 μm)	±3%	±4.5%
No. 200 (75 μm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

**Control Chart Limits for Individual Measurements** 

**b. Range.** Control charts shall be established to control gradation process variability. The range shall be plotted 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 I	limits	Rased	on Range
Control	Charti		Dascu	on manec

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 μm)	6%
No. 200 (75 μm)	3.5%
Asphalt Content	0.8%

**c.** Corrective Action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain 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.

**401-5.6 QC reports.** The Contractor shall maintain records and shall submit reports of QC activities daily in accordance with Item C-100.

### MATERIAL ACCEPTANCE

- **401-6.1 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 RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.
- **a. Quality assurance (QA) testing laboratory.** The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.
- **b.** Lot size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

- c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.
- (1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt 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 maintain the material at or above the compaction temperature as specified in the JMF.
- (2) **Testing.** Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6925.
- **d. In-place asphalt mat and joint density.** Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).
- (1) Sampling. The Contractor will cut minimum 5 inch (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.
- **(2) Bond.** Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.
- (3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where

P-401 - 14

the thickness tolerances are not met, the lot or sublot 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 RPR to circumscribe the deficient area.

- (4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.
- (5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

# 401-6.2 Acceptance criteria.

- **a. General.** Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.
- **b.** Air Voids and Mat density. Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.
- **c. Joint density.** Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will 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 will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.
- **d. Grade.** The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline,  $\pm$  15 feet of centerline,  $\pm$  30 feet of centerline (for Runway) and edge of runway or taxiway pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

- e. Profilograph roughness for QA Acceptance. Not used.
- **401-6.3 Percentage of material within specification limits (PWL).** The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Table 5. Acceptance	Limits	for Air	Voids	and	<b>Density</b>
---------------------	--------	---------	-------	-----	----------------

Test Property	Pavements Specification Tolerance Limits	
	L	U
Air Voids Total Mix (%)	2.0	5.0
Surface Course Mat Density (%)	92.8	-
Base Course Mat Density (%)	91.8	-
Joint density (%)	90.5	

a. Outliers. All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will 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 (%), 1.20; Base Course Mat Density (%), 1.55; Joint Density (%), 1.8.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94% with 1.20% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 93.5% with 1.8% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 91% with 1.8% or less variability.

## 401-6.4 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 RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.
- (1) A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will 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 will 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%.

### 401-6.5 Leveling course. Not Used.

# METHOD OF MEASUREMENT

**401-7.1 Measurement.** Asphalt shall be measured by the number of tons of asphalt used in the accepted work. 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 asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:
- **a.** The total project payment for plant mix asphalt pavement shall not exceed **100** percent of the product of the contract unit price and the total number of tons (kg) of asphalt used in the accepted work.
- **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% 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 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt payement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

Percentage of material within specification limits (PWL)	Lot pay factor (percent of contract unit price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject <sup>2</sup>

Table 6. Price adjustment schedule<sup>1</sup>

## d. PProfilographph Roughness. Not used.

**401-8.2 Payment.** Payment for temporary ramps shall be compensation for furnishing all materials, for all placing and removal of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-401-8.1 Asphalt Mix Pavement Surface Course – per ton

<sup>&</sup>lt;sup>1</sup> Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100%0shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

<sup>&</sup>lt;sup>2</sup> The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR 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.

# **REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

# ASTM International (ASTM)

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- $\mu m$ (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 C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
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 D979	Standard Practice for Sampling Asphalt Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Asphalt Paving Mixtures
ASTM D1188	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Asphalt 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 D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
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 D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
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 D5361	Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse 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 D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
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 D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
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
ASTM E950	Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

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

AASHTO T324 Standard Method of Test for Hamburg Wheel-Track Testing of Compacted

**Asphalt Mixtures** 

AASHTO T 340 Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix

Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

Asphalt Institute (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2 Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

AC 150/5320-6 Airport Pavement Design and Evaluation

**FAA Orders** 

5300.1 Modifications to Agency Airport Design, Construction, and Equipment Standards

Software

**FAARFIELD** 

**END OF ITEM P-401** 

THI PAGE HAS BEEN INTENTIONALLY LEFT BLANK

## **Item P-403 Asphalt Mix Pavement Base Course**

#### DESCRIPTION

**403-1.1** This item shall consist of pavement courses composed of mineral aggregate and 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, screenings, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.
- **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 asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

# **Coarse Aggregate Material Requirements**

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum for surface, asphalt binder, and leveling course Loss: 50% maximum for base course	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more:  Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face <sup>1</sup>	ASTM D5821
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles with a value of 5:1 <sup>2</sup>	ASTM D4791

<sup>&</sup>lt;sup>1</sup> The area of each face shall be equal to at least 75% of the smallest mid-sectional 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.

**b. Fine aggregate.** Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other

A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

# Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Sand equivalent	45 minimum	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.** Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

# **Mineral filler Requirements**

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

- 403-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 64S-22.
- **403-2.4 Anti-stripping agent.** Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.
- 403-2.5 Bond Breaker. Not used.

## **COMPOSITION**

- **403-3.1 Composition of mixture.** The asphalt 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 (JMF) laboratory.** The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF, and listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.
- **403-3.3 Job mix formula (JMF).** No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 403-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

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 proposed for project use.

The submitted JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance
  with paragraph 403-2.3. Certificate of asphalt performance grade is with modifier already added,
  if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder,
  certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 403-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 403-2.1 and 403-2.2.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each course and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows or gyrations.
- Laboratory mixing and compaction temperatures.
- Supplier recommended mixing and compaction temperatures.
- Plot of the combined gradation on the 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

<b>Test Property</b>	Value	Test Method
Number of gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
TSR <sup>1</sup>	not less than 80 at a saturation of 70-80%	ASTM D4867
Asphalt Pavement Analyzer (APA) <sup>2</sup>	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

Test specimens for TSR shall be compacted at  $7 \pm 1.0$  % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

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 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 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.

AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes.

**Table 2. Aggregate - Asphalt Pavements** 

Sieve Size	Percentage by Weight Passing Sieve
1 inch (25.0 mm)	100
3/4 inch (19.0 mm)	90-100
1/2 inch (12.5 mm)	68-88
3/8 inch (9.5 mm)	60-82
No. 4 (4.75 mm)	45-67
No. 8 (2.36 mm)	32-54
No. 16 (1.18 mm)	22-44
No. 30 (600 μm)	15-35
No. 50 (300 μm)	9-25
No. 100 (150 μm)	6-18
No. 200 (75 μm)	3-6
Voids in Mineral Aggregate (VMA) <sup>1</sup>	14
Asphalt Percent:	
Stone	4.5-7.0
Recommended Minimum Construction Lift Thickness	3 inch

<sup>&</sup>lt;sup>1</sup> To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

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 Reclaimed Asphalt Pavement (RAP). RAP shall not be used.

**403-3.5** Control strip. A control strip is not required.

### **CONSTRUCTION METHODS**

**403-4.1 Weather limitations.** The asphalt 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 RPR, if requested; however, all other requirements including compaction shall be met.

**Table 4. Surface Temperature Limitations of Underlying Course** 

Mat Thisleres	Base Temperature (Minimum)		
Mat Thickness	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 Asphalt plant.** Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items:

- **a. Inspection of plant.** The RPR, or RPR'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.
- **b. Storage bins and surge bins.** The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.
- **403-4.3 Aggregate stockpile management.** Aggregate stockpiles shall be constructed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the concrete batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

- **403-4.4 Hauling equipment.** Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt 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 RPR. 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.
- 403-4.4.1 Material transfer vehicle (MTV). A material transfer vehicle is not required.
- **403-4.5 Asphalt pavers.** Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt 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 asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If 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.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.11.

- **403-4.6 Rollers.** The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt 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.
- **403-4.6.1 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 asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.
- **403-4.7 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 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 when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F when added to the aggregate.

**403-4.8 Preparation of mineral aggregate.** The aggregate for the asphalt 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 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.

**403-4.9 Preparation of asphalt mixture.** 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 asphalt upon discharge shall not exceed 0.5%.

**403-4.10 Application of Tack Coat.** Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

**403-4.11 Laydown plan, transporting, placing, and finishing.** Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt 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 approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2e before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 12 feet (m) except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

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 asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. 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 RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

**403-4.12** Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt 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 surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

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 asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt 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.

**403-4.13 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 asphalt 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 asphalt against the joint.

Longitudinal joints which are 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 with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. An asphalt tack coat or other product approved by the RPR shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

- 403-4.14 Saw-cut grooving. Not Used.
- 403-4.15 Diamond grinding. Not Used.
- **403-4.16 Nighttime Paving Requirements.** The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

## CONTRACTOR QUALITY CONTROL (CQC)

- **403-5.1 General.** The Contractor shall develop a CQCP in accordance with Item C-100. No partial payment will be made for materials that are subject to specific QC requirements without an approved CQCP.
- **403-5.2 Contractor quality control (QC) facilities.** The Contractor shall provide (if qualified) or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC 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.
- **403-5.3 Quality Control (QC) testing.** The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. 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 QC Testing Plan shall be developed as part of the CQCP.
- **a. Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day 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 asphalt.** The moisture content of the asphalt shall be determined once per lot in accordance with AASHTO T329 or 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 asphalt at the plant, and the asphalt 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. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ½ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness

criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. Straight-edge testing shall start 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. Testing shall be continuous across all joints. The 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 the two high points. If the rolling inclinometer is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

- (1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.
- (2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production 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 (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 403-4.15 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3) Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

**h. Grade.** Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to the placement of the first lift and then prior to and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 403-4.15.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

- **403-5.4 Sampling.** When directed by the RPR, 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.
- **403-5.5 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 day shall be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and 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 RPR 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:

Sieve	Action Limit	Suspension Limit
3/4 inch (19.0 mm)	±6%	±9%
1/2 inch (12.5 mm)	±6%	±9%
3/8 inch (9.5 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (300 μm)	±3%	±4.5%
No. 200 (75 μm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

**Control Chart Limits for Individual Measurements** 

**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 (n = 2)

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 μm)	6%
No. 200 (75 μm)	3.5%
Asphalt Content	0.8%

- **c.** Corrective action. The CQCP 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.
- **403-5.6 Quality control (QC) reports.** The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with the CQCP described in Item C-100.

#### MATERIAL ACCEPTANCE

- **403-6.1. Quality Assurance 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 RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.
- **a. Quality Assurance (QA) testing laboratory.** The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.
- **b.** Lot Size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

- c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.
- (1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt 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 maintain the material at or above the compaction temperature as specified in the JMF.
- (2) Testing. Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6925.

- **d. In-place asphalt mat and joint density.** Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).
- (1) Sampling. The Contractor will cut minimum 5 inches (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.
- **(2) Bond.** Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.
- (3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot 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 RPR to circumscribe the deficient area.
- (4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.
- (5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot which contains a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

#### 403-6.2 Acceptance criteria.

- **a. General.** Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, and grade.
- **b.** Air voids. Acceptance of each lot of plant produced material for air voids will be based upon the average air void from the sublots. If the average air voids of the lot are equal to or greater than 2% and equal to or less than 5%, then the lot will be acceptable. If the average is below 2% or greater than 5%, the lot shall be removed and replaced at the Contractor's expense.
- **c.** Mat density. Acceptance of each lot of plant produced material for mat density will 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 94%, the lot will be acceptable. If the average mat density of the lot is below 94%, the lot shall be removed and replaced at the Contractor's expense.
- **d. Joint density.** Acceptance of each lot of plant produced asphalt for joint density will 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 92%, the lot will be acceptable. If the average joint density of the lot is less than 92%, 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.

**e. Grade.** The final finished surface of the pavement of the completed project shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot (15-m)longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline,  $\pm$  10 feet of centerline, and edge of taxiway pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

f. Profilograph roughness for QA Acceptance. Not Used.

## 403-6.3 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 RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 403-6.1. Only one resampling per lot will be permitted.
- (1) A redefined mat density will be calculated for the resampled lot. The number of tests used to calculate the redefined mat density will 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 will be used to evaluate the acceptance of that lot in accordance with paragraph 403-6.2.
- **c. Outliers.** Check for outliers in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded and density determined using the remaining test values.

**403-6.4 Leveling course**. Not Used.

## METHOD OF MEASUREMENT

**403-7.1 Measurement.** Plant mix asphalt mix pavement shall be measured by the number of tons of asphalt pavement 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 asphalt mixture meeting all acceptance criteria as specified in paragraph 403-6.2 shall be made at the contract unit price per ton for asphalt. 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 Asphalt Mixture Base Course - per ton

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

# ASTM International (ASTM)

•	
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 C142	Standard Test Method for Clay Lumps and Friable Particles in 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 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 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 D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction

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 D4552	Standard Practice for Classifying Hot-Mix Recycling Agents	
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 D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	
ASTM D6307	Standard Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method	
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder	
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method	
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 D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus	
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures	
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)	
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves	
ASTM E178	Standard Practice for Dealing with Outlying Observations	
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface	
American Association of State Highway and Transportation Officials (AASHTO)		
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	
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)	

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN)

**BID NO. PUR-1592** BID DOCUMENTS MARCH 29, 2023

Asphalt Institute (AI)

Mix Design Manual, 7th Edition MS-2

MS-26

Asphalt Binder Handbook AI State Binder Specification Database

**FAA Orders** 

5300.1 Modifications to Agency Airport Design, Construction, and Equipment Standards

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder program

Software

**FAARFIELD** 

**END OF ITEM P-403** 

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

## **Item P-603 Emulsified Asphalt Tack Coat**

#### **DESCRIPTION**

**603-1.1** This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

## **MATERIALS**

**603-2.1 Asphalt materials.** The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

#### 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 or above; the temperature has not been below 35°F 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 RPR.
- **603-3.2 Equipment.** The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven (7) feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spraybar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

**603-3.3 Application of emulsified asphalt material.** The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt 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.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

## **Emulsified Asphalt**

Surface Type Residual Rate, gal/Sy		Emulsion Application Bar Rate, gal/SY	
New asphalt	0.02-0.05	0.03-0.07	
Existing asphalt	0.04-0.07	0.06-0.11	
Milled Surface	0.04-0.08	0.06-0.12	

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 RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

**603-3.4 Freight and waybills** The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt 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 emulsified asphalt material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F in accordance with ASTM D1250. The emulsified asphalt 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 emulsified asphalt 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 emulsified asphalt 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 emulsified asphalt 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.

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN) BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

Payment will be made under:

Item P-603-5.1 Emulsified Asphalt Tack Coat – per gallon

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250 Standard Guide for Use of the Petroleum Measurement Tables

ASTM D2995 Standard Practice for Estimating Application Rate and Residual Application Rate

of Bituminous Distributors

ASTM D3628 Standard Practice for Selection and Use of Emulsified Asphalts

## **END OF ITEM P-603**

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

## **Item P-605 Joint Sealants for Pavements**

#### **DESCRIPTION**

**605-1.1** This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

#### **MATERIALS**

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

- **605-2.2 Backer rod.** The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be  $25\% \pm 5\%$  larger in diameter than the nominal width of the joint.
- **605-2.3 Bond breaking tapes.** Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

For installation of light cans, backup materials shall not be used between Items P-605 and P-606.

## **CONSTRUCTION METHODS**

**605-3.1 Time of application.** Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

When used with Item P-606, such as light can installation, Item P-605 shall not be applied until the P-606 has fully cured.

- **605-3.2 Equipment.** Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 15 days prior to use on the project.
- **a. Hand tools**. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

- **b. Hot-poured sealing equipment**. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.
- **605-3.3 Preparation of joints.** Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.
  - a. Sawing. Not used.
- **b. Sealing**. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. The joint faces shall be surface dry when the seal is applied.
- **c. Backer Rod.** When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.
- **d. Bond-breaking tape.** Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.
- **605-3.4 Installation of sealants.** Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8 inch  $\pm 1/16$  inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

- **605-3.5 Inspection.** The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.
- **605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

#### METHOD OF MEASUREMENT

**605-4.1** No separate measurement for payment shall be made for joint sealants for pavements. This work shall be considered necessary and incidental to the work item requiring this work.

#### **BASIS OF PAYMENT**

**605-5.1** No payment will be made separately or directly for joint sealants for pavements. This work shall be considered necessary and incidental to the item requiring this work.

## **REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

# ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot- Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt]
Advisory Circulars (AC)	
AC 150/5340-30	Design and Installation Details for Airport Visual Aids

## **END OF ITEM P-605**

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# Item P-606 Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement

#### **DESCRIPTION**

**606-1.1** This specification covers two types of material; a liquid suitable for sealing electrical wire in saw cuts in pavement and for sealing light fixtures or bases in pavement, and a paste suitable for embedding light fixtures in the pavement. Both types of material are two-component filled formulas with the characteristics specified in paragraph 606-2.4. Materials supplied for use with asphalt and/or concrete pavements must be formulated so they are compatible with the asphalt and/or concrete.

#### **MATERIALS**

- **606-2.1** Curing. When pre-warmed to 77°F, mixed, and placed in accordance with manufacturer's directions, the materials shall cure at temperatures of 45°F or above without the application of external heat.
- **606-2.2 Storage**. The adhesive components shall not be stored at temperatures over 86°F, unless otherwise specified by the manufacturer.
- **606-2.3 Caution**. Installation and use shall be in accordance with the manufacturer's recommended procedures. Avoid prolonged or repeated contact with skin. In case of contact, wash with soap and flush with water. If taken internally, call doctor. Keep away from heat or flame. Avoid vapor. Use in well-ventilated areas. Keep in cool place. Keep away from children.
- **606-2.4 Characteristics**. When mixed and cured in accordance with the manufacturer's directions, the materials shall have the following properties shown in Table 1.

**Table 1. Property Requirements** 

Physical or Electrical Property	Minimum	Maximum	ASTM Method
Tensile		-	
Portland cement concrete	1,000 psi		D 638
Asphalt concrete	500 psi		
Elongation			
Portland cement concrete		See note 1	D 638
Asphalt concrete	50%		D 638
Coef. of cub. exp. cu. cm/cu. cm/°C	0.00090	0.00120	D 1168
Coef. of lin. exp. cm/cm/°C	0.000030	0.000040	D 1168
Dielectric strength, short time test	350 volts/mil.		D 149
Arc resistance	125 sec		
Pull-off			
Adhesion to steel	1,000 psi		
Adhesion to Portland cement concrete	200 psi		
Adhesion to asphalt concrete	No test available.		
Adhesion to aluminum	250 psi		

<sup>20%</sup> or more (without filler) for formulations to be supplied for areas subject to freezing.

#### SAMPLING, INSPECTION, AND TEST PROCEDURES

**606-3.1 Tensile properties.** Tests for tensile strength and elongation shall be conducted in accordance with ASTM D638.

**606-3.2 Expansion.** Tests for coefficients of linear and cubical expansion shall be conducted in accordance with, Method B, except that mercury shall be used instead of glycerine. The test specimen shall be mixed in the proportions specified by the manufacturer, and cured in a glass tub approximately 2 inch long by 3/8 inch in diameter. The interior of the tube shall be precoated with a silicone mold release agent. The hardened sample shall be removed from the tube and aged at room temperature for one (1) week before conducting the test. The test temperature range shall be from 35°F to 140°F.

**606-3.3 Test for dielectric strength.** Test for dielectric strength shall be conducted in accordance with ASTM D149 for sealing compounds to be furnished for sealing electrical wires in pavement.

**606-3.4 Test for arc resistance.** Test for arc resistance shall be conducted for sealing compounds to be furnished for sealing electrical wires in pavement.

**606-3.5 Test for adhesion to steel.** The ends of two smooth, clean, steel specimens of convenient size (1 inch by 1 inch by 6 inch) would be satisfactory when bonded together with adhesive mixture and allowed to cure at room temperature for a period of time to meet formulation requirements and then tested to failure on a Riehle (or similar) tensile tester. The thickness of adhesive to be tested shall be 1/4 inch.

#### 606-3.6 Adhesion to Portland cement concrete

**a.** Concrete test block preparation. The aggregate grading shall be as shown in Table 2.

The coarse aggregate shall consist of crushed rock having a minimum of 75% of the particles with at least one fractured face and having a water absorption of not more than 1.5%. The fine aggregate shall consist of crushed sand manufactured from the same parent rock as the coarse aggregate. The concrete shall have a water-cement ratio of 5.5 gallons of water per bag of cement, a cement factor of 6,  $\pm 0.5$ , bags of cement per cubic yard of concrete, and a slump of 2-1/2 inch,  $\pm 1/2$  inch. The ratio of fine aggregate to total aggregate shall be approximately 40% by solid volume. The air content shall be 5.0%,  $\pm 0.5$ %, and it shall be obtained by the addition to the batch of an air-entraining admixture such as Vinsol® resin. The mold shall be of metal and shall be provided with a metal base plate.

Means shall be provided for securing the base plate to the mold. The assembled mold and base plate shall be watertight and shall be oiled with mineral oil before use. The inside measurement of the mold shall be such that several one inch by 2-inch by 3-inch test blocks can be cut from the specimen with a concrete saw having a diamond blade. The concrete shall be prepared and cured in accordance with ASTM C192.

Type	Sieve Size	Percent Passing
Coarse Aggregate	3/4 inch	97 to 100
	1/2 inch	63 to 69
	3/8 inch	30 to 36
	No. 4	0 to 3
Fine Aggregate	No. 4	100
	No. 8	82 to 88
	No. 16	60 to 70
	No. 30	40 to 50
	No. 50	16 to 26
	No. 100	5 to 9

**Table 2. Aggregate for Bond Test Blocks** 

**b. Bond test.** Prior to use, oven-dry the test blocks to constant weight at a temperature of  $220^{\circ}F$  to  $230^{\circ}F$ , cool to room temperature,  $73.4^{\circ}F \pm 3^{\circ}F$ , in a desiccator, and clean the surface of the blocks of film or powder by vigorous brushing with a stiff-bristled fiber brush. Two test blocks shall be bonded together on the one inch by 3 inch sawed face with the adhesive mixture and allowed to cure at room temperature for a period of time to meet formulation requirements and then tested to failure in a Riehle (or similar) tensile tester. The thickness of the adhesive to be tested shall be 1/4 inch.

**606-3.7 Compatibility with asphalt mix.** Test for compatibility with asphalt in accordance with ASTM D5329.

**606-3.8 Adhesive compounds - Contractor's responsibility.** The Contractor shall furnish the vendor's certified test reports for each batch of material delivered to the project. The report shall certify that the material meets specification requirements and is suitable for use with asphalt concrete pavements. The report shall be provided to and accepted by the Resident Project Representative (RPR) before use of the material. In addition, the Contractor shall obtain a statement from the supplier or manufacturer that guarantees the material for one year. The supplier or manufacturer shall furnish evidence that the material has performed satisfactorily on other projects.

**606-3.9 Application.** Adhesive shall be applied on a dry, clean surface, free of grease, dust, and other loose particles. The method of mixing and application shall be in strict accordance with the manufacturer's recommendations.

#### METHOD OF MEASUREMENT

**606-4.1** The adhesive compound shall not be measured. When required in the installation of an in-runway lighting system or portion thereof, no measurement will be made for direct payment of adhesive, as the cost of furnishing and installing shall be considered as a subsidiary obligation in the completion of the installation for the item which it is required.

#### **BASIS OF PAYMENT**

**606-5.1** No separate payment will be paid for the adhesive compound.

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C192	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM D149	Standard Test Method for Dielectric Breakdown Voltage and Dielectric Strength of Solid Electrical Insulating Materials at Commercial Power Frequencies
ASTM D638	Standard Test Method for Tensile Properties of Plastics
ASTM D5329	Standard Test Methods for Sealants and Fillers, Hot-applied, for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements

## **END OF ITEM P-606**

#### **Item P-610 Concrete for Miscellaneous Structures**

#### DESCRIPTION

**610-1.1** This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

#### **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 Resident Project Representative (RPR) 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 aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation.

**610-2.2 Coarse aggregate.** The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

## **Coarse Aggregate Grading Requirements**

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
<sup>3</sup> / <sub>4</sub> inch (19 mm)	67
½ inch (12.5 mm)	7

- 610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.
- **610-2.3 Fine aggregate.** The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.
- **610-2.4 Cement.** Cement shall conform to the requirements of ASTM C150 Type I.

#### 610-2.5 Cementitious materials.

- **a. 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 shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.
- **b. Slag cement (ground granulated blast furnace (GGBF)).** Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.
- **610-2.6 Water.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.
- **610-2.7 Admixtures.** The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR 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 RPR 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 RPR. 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.
- **610-2.8 Premolded joint material.** Premolded joint material for expansion joints shall meet the requirements of ASTM D1751.
- **610-2.9 Joint filler.** The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.
- **610-2.10 Steel reinforcement.** Reinforcing shall consist of Reinforcing Steel, Welded Steel Wire Fabric, and Welded Deformed Steel Fabric conforming to the requirements shown below.

#### **Steel Reinforcement**

Reinforcing Steel	ASTM A615 Grade 60
Welded Steel Wire Fabric	ASTM A1064
Welded Deformed Steel Fabric	ASTM A1064

**610-2.11 Materials for curing concrete.** Curing materials shall conform to the requirement shown below.

## **Materials for Curing**

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 RPR.

**610-3.2 Concrete Mixture.** The concrete shall develop a compressive strength of 4000 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 cementitious material per cubic yard. The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches as determined by ASTM C143

**610-3.3 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 or ASTM C685.

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 without the RPRs approval. If approval 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 nor more than 100°F. 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 is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

**610-3.4 Forms**. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. 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.

- **610-3.5 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.
- **610-3.6 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.
- **610-3.7 Concrete Consistency**. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.
- 610-3.8 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 RPR. 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. 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.
- **610-3.9 Vibration.** Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.
- **610-3.10 Joints.** Joints shall be constructed as indicated on the plans.
- **610-3.11 Finishing.** 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.
- **610-3.12** Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.
- **610-3.13** Cold weather placing. When concrete is placed at temperatures below 40°F, follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.
- **610-3.14 Hot weather placing.** When concrete is placed in hot weather greater than 85°F, follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

## **QUALITY ASSURANCE (QA)**

**610-4.1 Quality Assurance sampling and testing**. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

**610-4.2 Defective work.** Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

#### METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental and no separate measurement shall be made.

#### **BASIS OF PAYMENT**

**610-6.1** Concrete shall be considered incidental to other items of work and no separate payment shall be made.

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
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 A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
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 C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement 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 C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method	
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete	
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete	
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete	
ASTM C494	Standard Specification for Chemical Admixtures for Concrete	
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete	
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing	
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing	
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars	
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete	
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation	
ASTM C1157	Standard Performance Specification for Hydraulic Cement	
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)	
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis	
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement 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	
American Concrete Institute (ACI)		
ACI 305R	Hot Weather Concreting	
ACI 306R	Cold Weather Concreting	
ACI 308R	Guide to External Curing of Concrete	
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, blast pads, hold pads and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification. This item shall also consist of conducting a magnetic survey to verify the proposed site is acceptable for the marking of a compass rose.

#### **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. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

#### 620-2.2 Marking materials.

Paint1 Glass Beads<sup>2</sup> Fed Std. 595 **Application Type** Color **Application Rate Type** Number Rate Maximum Minimum 10 lb/gal II White 37925 115 ft2/gal III II 31136 115 ft2/gal I. Gradation A 8 lb/gal Red П Yellow 33538 or 33655 115 ft2/gal Ш 10 lb/gal П 37038 N/A N/A Black 115 ft2/gal

**Table 1. Marking Materials** 

**a. Paint**. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595. **Waterborne**. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. 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.

See paragraph 620-2.2a

<sup>&</sup>lt;sup>2</sup> See paragraph 620-2.2b

**b. Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red and pink paint shall meet the requirements for 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.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

#### **CONSTRUCTION METHODS**

- **620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.
- **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 with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

- **620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. 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.
- **a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.
- **b.** Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.
- **c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application

and surface preparation requirements must be submitted to the RPR 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.** A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. 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 RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

# **Marking Dimensions and Spacing Tolerance**

Dimension and Spacing	Tolerance
36 inch or less	$\pm 1/2$ inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

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.

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 and distribution should be performed.

## 620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

## 620-3.7 Control strip. Not Used.

**620-3.8 Retro-reflectance**. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

#### **Minimum Retro-Reflectance Values**

Material	Retro-reflectance mcd/m²/lux		
	White	Yellow	Red
Initial Type I	N/A	N/A	35
Initial Type III	600	300	N/A
All materials, remark when less than <sup>1</sup>	100	75	10

<sup>&</sup>lt;sup>1</sup> Prior to remarking determine if removal of contaminants on markings will restore retroreflectance.

**620-3.9 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 reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. 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 marking removal shall be measured by the number of square feet of marking that is removed.
- **620-4.2** The quantity of permanent pavement markings shall be measured by the number of square feet of runway and taxiway marking.
- **620-4.3** The quantity of temporary pavement markings shall be measured by the number of square feet of runway and taxiway marking.

## **BASIS OF PAYMENT**

**620-5.1** This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

#### Payment will be made under:

Item P-620-5.1	Marking Removal - per square foot
Item P-620-5.2	Permanent Pavement Marking - per square foot
Item P-620-5.3	Temporary Pavement Marking - per square foot

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
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 E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
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

Code of Federal Regulations (CFR)

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

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement

Surfaces

## **END OF ITEM P-620**

## **Item D-705 Pipe Underdrains For Airports**

#### **DESCRIPTION**

**705-1.1** This item shall consist of the construction of pipe drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

#### **MATERIALS**

- 705-2.1 General. Materials shall meet the requirements shown on the plans and specified below.
- **705-2.2 Pipe.** The pipe shall be of the diameter shown on the plans and shall conform to the requirements of AASHTO M252,Type SP (Class 2 perforations) for perforated pipe.
- **705-2.3 Joint mortar.** Pipe joint mortar shall consist of one part by volume of 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.
- **705-2.4 Elastomeric seals.** Elastomeric seals shall conform to the requirements of ASTM F477.
- **705-2.5 Porous backfill.** Porous backfill shall be free of clay, humus, or other objectionable matter, and shall conform to the gradation in Table 1 when tested in accordance with ASTM C136.

**Percentage by Weight Passing Sieves Sieve Designation (square openings)** Porous Material No. 2 1-1/2 inch (37.5 mm) 100 90-100 1 inch (25.0 mm) 25-60 3/8 inch (9.5 mm) No. 4 (4.75 mm) 5-40 No. 8 (2.36 mm) 0-20No. 16 (1.18 mm) No. 50 (300 μm) No. 100 (150 μm)

Table 1. Gradation of Porous Backfill

- **705-2.6 Granular material.** Granular material used for backfilling shall conform to the requirements of ASTM D2321 for Class IA, IB, or II materials. CLSM (P-153) is acceptable backfill as well.
- **705-2.7 Filter fabric.** The filter fabric shall conform to the requirements of AASHTO M288 Class 2 or equivalent.

**Table 2. Fabric Properties** 

Fabric Property	Test Method	Test Requirement
Grab Tensile Strength, lbs	ASTM D4632	125 min
Grab Tensile Elongation %	ASTM D4632	50 min
Burst Strength, psi	ASTM D3785	125 min
Trapezoid Tear Strength, lbs	ASTM D4533	55 min
Puncture Strength, lbs	ASTM D4833	40 min
Abrasion, lbs	ASTM D4886	15 max loss
Equivalent Opening Size	ASTM D4751	70-100
Permittivity sec <sup>-1</sup>	ASTM D4491	0.80
Accelerated Weathering (UV Stability) (Strength Retained - %)	ASTM D4355 *(500 hrs exposure)	70

705-2.8 Controlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirement of Item P-153. All joints shall have elastomeric seals.

#### CONSTRUCTION METHODS

**705-3.1 Equipment.** All equipment required for the construction of pipe underdrains shall be on the project, in good working condition, and approved by the RPR before construction is permitted to start.

**705-3.2 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 shall not be less than the external diameter of the pipe plus 6 inches (150 mm) on each side of the pipe. The trench walls shall be approximately vertical.

Where rock, hardpan, or other unyielding material is encountered, it shall be removed below the foundation grade for a depth of at least 4 inches (100 mm). 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 RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

Excavated material not required or acceptable for backfill shall be disposed of by the Contractor as directed by the RPR. The excavation shall not be carried below the required depth; if this occurs, the trench shall be backfilled at the Contractor's expense with material approved by the RPR and compacted to the density of the surrounding material.

The pipe bedding shall be constructed uniformly over the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 inch when the bedding thickness is less than 6 inches, and 1-1/2 inch when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed, uncompacted material under the middle third of the pipe prior to placement of the pipe.

The Contractor shall do trench bracing, sheathing, or shoring necessary to perform and protect the excavation as required for safety and conformance to federal, state and local laws. Unless otherwise

provided, the bracing, sheathing, or shoring shall be removed by the Contractor after the backfill has reached at least 12 inches (300 mm) over the top of the pipe. The sheathing or shoring shall be pulled as the granular backfill is placed and compacted to avoid any unfilled spaces between the trench wall and the backfill material. The cost of bracing, sheathing, or shoring, and the removal of same, shall be included in the unit price bid per foot (meter) for the pipe.

# 705-3.3 Laying and installing pipe.

- a. Concrete pipe. Not used.
- **b. Metal pipe.** Not used.
- c. PVC, fiberglass, or polyethylene pipe. PVC or polyethylene pipe shall be installed in accordance with the requirements of ASTM D2321. Perforations shall meet the requirements of AASHTO M252 or AASHTO M294 Class 2, unless otherwise indicated on the plans. The pipe shall be laid accurately to line and grade. Fiberglass per ASTM D3839 Standard Guide for Underground Installation of "Fiberglass" (Glass-Fiber Reinforced Thermosetting-Resin) Pipe.
- **d.** All types of pipe. The upgrade end of pipelines, not terminating in a structure, shall be plugged or capped as approved by the RPR.

Unless otherwise shown on the plans, a 4-inch (100 mm) bed of granular backfill material shall be spread in the bottom of the trench throughout the entire length under all perforated pipe underdrains.

Pipe outlets for the underdrains shall be constructed when required or shown on the plans. The pipe shall be laid with tight-fitting joints. Porous backfill is not required around or over pipe outlets for underdrains. All connections to other drainage pipes or structures shall be made as required and in a satisfactory manner. If connections are not made to other pipes or structures, the outlets shall be protected and constructed as shown on the plans.

- **Filter** The filter installed fabric. fabric shall be in accordance with recommendations, the manufacturer's in accordance with the AASHTO M288 Appendix, unless otherwise shown on the plans.
- **705-3.4 Mortar.** The mortar shall be of the desired consistency for caulking and filling the joints of the pipe and for making connections to other pipes or to structures. Mortar that is not used within minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted.

#### 705-3.6 Embedment and Backfill

a. Earth. All trenches and excavations shall be backfilled soon after the pipes are installed, unless additional protection of the pipe is directed. The embedment material shall be select material from excavation or borrow and shall be approved by the RPR. The select material shall be placed on each side of the pipe out to a distance of the nominal pipe diameter and one foot (30 cm) over the top of the pipe and shall be readily compacted. It shall not contain stones 3 inches (75 mm) or larger in size, frozen lumps, chunks of highly plastic clay, or any other material that is objectionable to the RPR. The material shall be moistened or dried, as required to aid compaction. Placement of the embedment material shall not cause displacement of the pipe. Thorough compaction under the haunches and along the sides to the top of the pipe shall be obtained.

The embedment material shall be placed in loose layers not exceeding 6 inches (150 mm) in depth under and around the pipe. Backfill material over the pipe shall be placed in lifts not exceeding 8 inches (200 mm). Successive layers shall be added and thoroughly compacted by hand and pneumatic tampers, approved by the RPR, until the trench is completely filled and brought to the planned elevation. Embedment and backfilling shall be done to avoid damaging top or side of the pipe.

In embankments and other unpaved areas, the backfill shall be compacted per Item P-152 to the density required for embankments in unpaved areas. Under paved areas, the subgrade and any backfill shall be compacted per Item P-152 to the density required for embankments for paved areas.

b. Granular backfill. When granular backfill is required, placement in the trench and about the pipe shall be as shown on the plans. The granular backfill shall not contain an excessive amount of foreign matter, nor shall soil from the sides of the trench or from the soil excavated from the trench be allowed to filter into the granular backfill. When required by the RPR, a template shall be used to properly place and separate the two sizes of backfill. The backfill shall be placed in loose layers not exceeding 6 inches (150 mm) in depth. The granular backfill shall be compacted by hand and pneumatic tampers to the requirements as given for embankment. Backfilling shall be done to avoid damaging top or side pressure on the pipe. The granular backfill shall extend to the elevation of the trench or as shown on the plans.

When perforated pipe is specified, granular backfill material shall be placed along the full length of the pipe. The position of the granular material shall be as shown on the plans. If the original material excavated from the trench is pervious and suitable, it shall be used in lieu of porous backfill No. 1.

If porous backfill is placed in paved or adjacent to paved areas before grading or subgrade operations is completed, the backfill material shall be placed immediately after laying the pipe. The depth of the granular backfill shall be not less than 12 inches (300 mm), measured from the top of the underdrain. During subsequent construction operations, a minimum depth of 12 inches (300 mm) of backfill shall be maintained over the underdrains. When the underdrains are to be completed, any unsuitable material shall be removed exposing the porous backfill. Porous backfill containing objectionable material shall be removed and replaced with suitable material. The cost of removing and replacing any unsuitable material shall be at the Contractor's expense.

If a granular subbase blanket course is used which extends several feet beyond the edge of paving to the outside edge of the underdrain trench, the granular backfill material over the underdrains shall be placed in the trench up to an elevation of 2 inches (50 mm) above the bottom surface of the granular subbase blanket course. Immediately prior to the placing of the granular subbase blanket course, the Contractor shall blade this excess trench backfill from the top of the trench onto the adjacent subgrade where it can be incorporated into the granular subbase blanket course. Any unsuitable material that remains over the underdrain trench shall be removed and replaced. The subbase material shall be placed to provide clean contact between the subbase material and the underdrain granular backfill material for the full width of the underdrain trench.

- c. CControlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153.
- **705-3.7 Flexible Pipe Ring Deflection.** The flexible pipe shall be inspected by the Contractor during and after installation to ensure that an internal diameter of the pipe barrel has not been reduced by more than 55percent. For guidance on properly sizing mandrels, refer to ASTM D3034 and ASTM F679 appendices.
- **705-3.8 Connections.** When the plans call for connections to existing or proposed pipe or structures, these connections shall be watertight and made to obtain a smooth uniform flow line throughout the drainage system.
- **705-3.9 Cleaning and restoration of site.** After the backfill is completed, the Contractor shall dispose of all surplus material, soil, and rubbish from the site. Surplus soil may be deposited in embankments, shoulders, or as directed by the RPR. Except for paved areas of the airport, the Contractor shall restore all disturbed areas to their original condition.

# METHOD OF MEASUREMENT

- 705-4.1 The length of pipe shall be the number of linear feet of pipe underdrains in place, completed, and approved; 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 sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipeline being measured.
- 705-4.2 The quantity of pipe bedding, porous backfill, granular backfill, and all other materials used to backfill the underdrain trench shall be incidental to pipe installation.
- **705-4.3** The quantity of filter fabric shall be incidental to pipe installation.
- **705-4.4** Underdrain cleanouts shall be the number of cleanouts installed in place, completed, and approved.
- 705-4.5 No separate measurement for payment shall be made for connections to existing pipes or structures. It shall be considered incidental to pipe installation.

### **BASIS OF PAYMENT**

**705-5.1 Pipe underdrains, complete.** Pipe underdrains including pipe bedding, all backfill material, connections, fittings, and filter fabric shall be made at the contract unit price per linear foot, complete.

These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and installation of these materials, including connections to other pipes or structures, and for all labor, equipment, tools, and incidentals necessary to complete the item.

- **705-5.2** Underdrain cleanouts, complete. Underdrain cleanouts (including but not limited to frames, covers, risers, and concrete) shall be made at the contract unit price per each complete.
- **705-5.3** Underdrain removal, complete. Pipe underdrains removal (including excavation, demolition, cleanouts, hauling, disposal, cutting, and earthen backfill) shall be made at the contract unit price per linear foot. Underdrain pipe removal within the normal limits of excavation required for other items shall not be measured for payment and shall be considered incidental to excavation pay item.

These prices shall be full compensation 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 D-705-5.1	Underdrain (6" Perforated Pipe) – per linear foot
Item D-705-5.2	Underdrain Cleanout – per each
Item D-705-5.3	Underdrain Removal – per linear foot

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

# ASTM International (ASTM)

ASTM International (ASTM)		
ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains	
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains	
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates	
ASTM C144	Standard Specification for Aggregate for Masonry Mortar	
ASTM C150	Standard Specification for Portland Cement	
ASTM C444	Standard Specification for Perforated Concrete Pipe	
ASTM C654	Standard Specification for Porous Concrete Pipe	
ASTM D2321	Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications	
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe	
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals	
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe	
ASTM F758	Standard Specification for Smooth Wall Poly (Vinyl Chloride) (PVC) Plastic Underdrain Systems for Highway, Airport, and Similar Drainage	
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter	
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings	
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage	
American Association of State Highway and Transportation Officials (AASHTO)		
AASHTO M190	Standard Specification for Bituminous - Coated Corrugated Metal Culvert Pipe and Pipe Arches	
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains	
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe	
AASHTO M288	Standard Specification for Geotextile Specification for Highway Applications	
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500- mm (12- to 60-in.) Diameter	
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter	

AASHTO MP20

Standard Specification for Steel-Reinforced Polyethylene (PE) Ribbed

Pipe, 300- to 900-mm (12- to 36-in.) diameter

AASHTO Standard Specifications for Highway Bridges

**END OF ITEM D-705** 

# Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

# **DESCRIPTION**

**751-1.1** This item shall consist of construction of drainage structures and modification and adjustment of existing drainage structures 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 RPR.

### **MATERIALS**

- **751-2.1 Brick.** The brick shall conform to the requirements of ASTM C32, Grade MS.
- **751-2.2 Mortar.** Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.
- **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. Not Used.
- 751-2.5 Corrugated metal. Not used.
- **751-2.6 Frames, covers, and grates.** The castings shall conform to one of the following requirements:
  - a. ASTM A27: Steel castings
  - **b.** ASTM A47: Malleable iron castings
  - c. ASTM A48, Class 35B: Gray iron castings
  - d. ASTM A283, Grade D: Structural steel for grates and frames
  - e. ASTM A536, Grade 65-45-12: Ductile iron castings
  - **f.** ASTM A897: 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 A123.

- **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 asphalt paint, when directed.
- 751-2.8 Precast inlet structures. Manufactured in accordance with and conforming to ASTM C913.

#### **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 RPR. 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 RPR 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 RPR. 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 RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

### 751-3.2 Brick structures. Not used.

**751-3.3 Concrete structures.** Concrete structures which are to be cast-in-place within the project boundaries 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 RPR 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 be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

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: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. 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 or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

# 751-3.5 Corrugated metal structures. Not used.

- **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 RPR, 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 RPR. 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 RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes.

### 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 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 RPR.
- **b.** Backfill shall not be placed against any structure until approved by the RPR. 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.
- **d.** When structures are located within the runway safety area, POFA, RPZ, etc., the elevation of the structures shall be set to meet the grading requirements of these areas.
- **751-3.10 Modifications to Existing Drainage Structures.** Modifications to convert an existing inlet to a drainage vault structure shall be accomplished in accordance with the details contained in the drawings.
- **751-3.11 Adjust Existing Drainage Structures to Grade.** Existing drainage structures to be raised or lowered to proposed grades shall be adjusted in accordance with the details contained in the drawings.

**751-3.12 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 RPR. 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 shall be measured by the unit.

### **BASIS OF PAYMENT**

**751-5.1** The accepted quantities of inlet conversions, structure adjustments, headwalls, and end sections 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 Adjust Structure - per each

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

AASHTO M36	Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
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 C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

TAXIWAY F REHABILITATION HAGERSTOWN REGIONAL AIRPORT AIP 3-24-0019-065-2021 (DESIGN)

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole Sections

ASTM C913 Standard Specification for Precast Concrete Water and Wastewater Structures.

American Association of State Highway and Transportation Officials (AASHTO)

# **END OF ITEM D-751**

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# **Item T-901 Seeding**

### **DESCRIPTION**

**901-1.1** This item shall consist of soil preparation, fertilizing, liming, and seeding the areas shown on the plans or as directed by the RPR 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 RPR 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:

### **Seed Properties and Rate of Application**

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre
Kentucky Bluegrass (Poa pratensis) (Certified Domestic Origin)	98	90	15
Annual Ryegrass (Lolium species)	98	90	20
Perennial Ryegrass (Lolium perenne)	98	90	10
Tall Fescue (Festuca arundinacea) (Certified Seed Only)	98	90	125
Hard Fescue (Festuca longifolia)	98	90	85
Chewings Red Fescue (Festuca rubra commutata)	98	90	23

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre
Red Top (Agrostisalba)	98	90	30

No seeding shall be performed on frozen ground or when the temperature is 32 degrees F. or lower. Seeding shall be performed during the period between March 1 to May 15 and August 1 to October 20 inclusive, unless otherwise approved by the RPR.

Seeding mixtures shall be as follows:

Seed Mixture No. 3: Mowed Areas (Slopes flatter than 4:1)

Seed	Rate of Application (lbs/acre)
<ol> <li>85 Percent Tall Fescue</li> <li>10 Percent Kentucky Bluegrass</li> <li>5 Percent Perennial Ryegrass</li> </ol>	125 15 10
	150 Lbs/ac Total
Supplemental Seed	
Annual Ryegrass	20 lb/ac

Seed Mixture No. 2: Non-Mowed Areas (Slopes 4:1 or Steeper)

<u>Seed</u>	Rate of Application (lbs/acre)
1. 75 Percent Hard Fescue	85
<ol> <li>20 Percent Chewings Red Fescue</li> <li>5 Percent Kentucky Bluegrass</li> </ol>	23 7
Supplemental Seed	115 Lbs/ac Total
Red Top	30 lbs/ac

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 (850  $\mu$ m) mesh sieve and 50% will pass through a No. 100 (150  $\mu$ m) 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 5,000 pounds per acre with

prior approval of, or as directed by, the RPR. All liming materials shall conform to the requirements of ASTM C602.

**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.

Fertilizer for topsoiled areas shall be 10-22-22 (50% ureaform nitrogen) commercial fertilizer and shall be spread at the rate of 1,000 pounds per acre or as directed by the RPR.

Fertilizer for non-topsoiled areas shall be 38-0-0 ureaform nitrogen commercial fertilizer applied at the rate of 1,000 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 RPR 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 inches (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

- **b. Fertilizing.** Following advance preparation and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.33.
- **c. Seeding.** Grass seed shall be sown at the rate specified in paragraph 901.2.1 immediately after fertilizing. 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. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR 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 RPR 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 RPR, 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 Soil Stabilization Matting.** Soil stabilization matting shall be applied in accordance with Item C-102 and the contract drawings. Soil stabilization matting shall be applied within 48 hours after completion of seeding operations.
- **901-3.5 Maintenance of seeded areas.** The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. 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 RPR. 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 acres 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 or fraction thereof, which price and payment shall be full compensation for furnishing and placing all materials, seed, fertilizer, lime, repairs, labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

Payment will be made under:

Item T-901-5.1 Seeding - per acre

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

### **END OF ITEM T-901**

# Item T-905 Topsoil

### **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 RPR.

#### **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 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 (75 μm) 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 RPR 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 RPR 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 RPR, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface

TOPSOIL T-905 - 1

of the area to be topsoiled shall be cleared of all stones larger than 2 inches 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. Topsoil for this project shall be obtained on-site and off-site.
  - **a. On-site.** On-site topsoil shall be obtained from the project area and stockpiled at locations shown on the plans per Item P-152 Excavation, Subgrade, and Embankment. 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 hauled and placed without additional compensation.
- **b.** Off-site. When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR 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 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 **4** inches 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 turfing 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 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 RPR. 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.** Topsoil obtained on the site during P-152 excavation, subgrade, and embankment operations or off site shall be measured by the number of square yards of topsoil removed from the stockpile and placed in a 4 inch layer.

# **BASIS OF PAYMENT**

905-5.1 Topsoil. Payment will be made at the contract unit price per square yard (4" depth) for topsoil (obtained on or off the site). This price shall be full compensation for hauling and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

TOPSOIL T-905 - 2

BID NO. PUR-1592 BID DOCUMENTS MARCH 29, 2023

Payment will be made under:

Item T-905-5.1 Topsoil, 4" Depth - per square yard

# REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117 Materials Finer than 75 µm (No. 200) Sieve in Mineral Aggregates by Washing

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

# **END OF ITEM T-905**

TOPSOIL T-905 - 3

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

T-905 - 4

# **Item T-908 Mulching**

#### DESCRIPTIONN

**908-1.1** This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

### **MATERIALS**

- 908-2.1 Mulch material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed over seeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.
- a. Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.
- b. Straw. Straw shall be the stalks from threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.
- c. Hay mulch containing seed. Hay mulch shall be mature hay containing viable seed of native grasses or other desirable species stated in the special provisions or as approved by the RPR. The hay shall be cut and handled so as to preserve the maximum quantity of viable seed. Hay mulch that cannot be hauled and spread immediately after cutting shall be placed in weather-resistant stacks or baled and stored in a dry location until used.
- d. Manufactured mulch. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.
- e. Asphalt binder. Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1.
- **908-2.2 Inspection.** The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

# **CONSTRUCTION METHODS**

**908-3.1 Mulching.**BBefore spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of

MULCHING T-908-1

2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm))nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm))or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

**908-3.2 Securing mulch.** The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to teh ground to draw the twine down tight onto the mulch.

# 908-3.3 Care and repair.

- a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.
- b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.
- c. If the "asphalt spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters))per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters))per 1,000 square feet ((100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.
- d. If the "asphalt mix" method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters))per 1,000 square feet (100 sq m) or as directed by the RPR, with a minimum of 6 gallons (24 liters))and a maximum of 10 gallons (40 liters)) per 1,000 square feet (100 sq m))depending on the type of mulch and the effectiveness of the binder securing it.

# MMETHOD OF MEASUREMENTEMENT

908-4.1 Mulching shall not be measured and be considered incidental to the cost of seeding.

MULCHING T-908-2

# **BASIS OR PAYMENTF PAYMENT**

**908-5.11**Payment will not be made for mulching. The price of mulching shall be considered incidental to the unit price for seeding.

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC))

AC 150/5200-3333 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-908908** 

MULCHING T-908-3 3

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANKNALLY LEFT BLANK

MULCHING T-908 - 4

# **Item L-108 Underground Power Cable for Airports**

### DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

# **EQUIPMENT AND MATERIALS**

### 108-2.1 General.

- **a.** Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.
- **b.** All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.
- **c.** Manufacturer's **c**ertifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.
- **d.** All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.
- **e.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.
- **f.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers

connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and" ulgns))shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG)," N/: 44Type B or Type C, 5,000 volts, non-shielded, with ethylene propylene insulation or cross-linked polyethylene insulation. Primary airfield cable type shall be specified on contract drawings for each affected circuit. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits" uj cm" be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electronic Code (NEC) requirements. Conductor sizes noted above shall not" crrly to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75° C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

**108-2.3** Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6AWG insulated stranded for grounding bond wire per ASTM B3, and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment i tounding conductor shall comply with NEC Article 250.

Ground rods shall be copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

32:/2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be  $\varphi$  of g for cable connections."

c0'The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant

shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

In all the cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

- **108-2.5 Splicer qualifications.** Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.
- **108-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-6410, Concrete for Miscellaneous Structures.
- **108-2.77Flowable backfill.** Flowable material used to backfill trenches for power cable trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.
- **108-2.8 Cable identification tags.** Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.
- **108-2.9 Tape.** Electrical tapes shall be Scotch Electrical Tapes Scotch 88 (1-1/2 inch (38mm) wide) and Scotch 130C linerless rubber splicing tape (2-inch (50 mm))wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M), or an approved equivalent.
- **108-2.10 Electrical coating.** Electrical coating shall be Scotchkote<sup>™</sup> as manufactured by 3M, or an approved equivalent.
- 108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the exiting the second reading above the first reading. including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be born the contractor. All test results shall be submitted in th Operation and Maintenance (O&M) Manual.
- 108-2.12 **Detectable** tape. Plastic, detectable, Public Works warning American Association ((APWA)) Red (electrical power lines, cables, conduit and lighting with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-66 inches ((75-150 mm))wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

# **CONSTRUCTION METHODS**

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

**108-3.2 Installation in duct banks or conduits.** This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

- **108-3.3 Splicing.** Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:
  - **a. Field-attached plug-in splices.** These shall be assembled per the manufacturer's instructions.

These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by rolling-over water seal flap equipped on connector kits to sealing position on mating connector.

- **b.** Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.
- 108-3.44Bare counterpoise wire installation for lightning protection and grounding. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables.
  - a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is

applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

- (1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.
- (2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019F, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.2.

**b.** Common Installation requirements. The grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

- **c. Parallel Voltage Systems.** Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.
- 108-3.5 Counterpoise installation above multiple conduits and duct banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the

conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

- **108-3.6** Counterpoise installation at existing duct banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.
- **108-3.7 Exothermic bonding.** Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

- **a.** All slag shall be removed from welds.
- **b.** Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.
- **c.** If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M<sup>TM</sup> Scotchkote<sup>TM</sup>, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.
- **108-3.8 Testing.** The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:
- **a.** Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.
- **b.** Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

Prior to the start of work, the contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. The insulation resistance to ground of all existing airfield lighting series circuits effected under the contract are to recorded and turned over to the RPR.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

- **d.** That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.
  - e. That all affected circuits (existing and new) are free from unspecified grounds.
- **f.** That the insulation resistance to ground of the continuous new series airfield lighting cabling on a single circuit is not less than 50 megohms. Verify continuity of all series airfield lighting circuits prior to energization.
- **g.** That the insulation resistance to ground of all airfield lighting circuits effected under the contract are not less than the values recorded prior to the start of work.
  - h. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.
- i. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.
- **j.** That the impedance to ground of each ground rod does not exceed 5 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

### METHOD OF MEASUREMENT

- 108-4.1 When specified, separate measurement shall be made for trenches of various specified widths.
- 108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack. Cable and counterpoise slack is considered incidental to this item and is included in the Contractor's unit price. No separate measurement or payment will be made for cable or counterpoise slack.
- **108-4.3** No separate payment will be made for ground rods.
- **108-4.4** Cable removed from duct bank or conduit shall be measured by the linear feet of duct bank or conduit from which the cable was removed and not by total linear feet of cable removed.
- **108-4.5** Temporary electrical work includes the installation of any temporary electrical equipment to maintain operation of all light systems outside the work limits of each construction phase.

# **BASIS OF PAYMENT**

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1	1-1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit - per liner foot
Item L-108-5.2	1-1/C No. 6 AWG, Solid, Bare Copper Counterpoise Wire Installed Above the Duct Bank or Conduit, Including 3/4" x 10' Ground Rods, Connections, and Terminations - per linear foot
Item L-108-5.3	Removal of Cable from Duct Bank or Conduit - per linear foot
Item L-108-5.4	Temporary Electrical Work – per lump sum

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC
------------------------

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors Airport
AC 150/5345-53	Lighting Equipment Certification Program
Commercial Item Description	
A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM International (ASTM)	
ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes

Mil Spec

MIL-PRF-23586F Performance Specification: Sealing Compound (with

Accelerator), Silicone Rubber, Electrical

MIL-I-24391 Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

NFPA-780 Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and

Earth Surface Potentials of a Ground System

Federal Aviation Administration Standard

FAA STD-019E Lightning and Surge Protection, Grounding Bonding and Shielding

Requirements for Facilities and Electronic Equipment

### **END OF ITEM L-108**

# **Item L-110 Airport Underground Electrical Duct Banks and Conduits**

#### DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installingallfunderground electrical duct banks and individual and multiple underground conduits and removal of existing conduits and duct banks. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

## **EQUIPMENT AND MATERIALS**

#### 110-2.1 General.

- **a.** All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the the RPR.
- **b.** Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.
- c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.
- **d.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in PDF format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.
- **e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 Steel conduit. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 Plastic conduit. Plastic conduit and fittings-shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following,

- a. Type I-Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type III Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

- **110-2.4 Split conduit**. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel
- 110-2.5 Conduit spacers. Conduit spacers shall be prefabricated interlocking units manufactured for the intended double wall construction made of high grade, high density polyethylene complete with interlocking cap and designed to accept No.4 reinforcing bars installed vertically.
- **110-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.
- **110-2.7 Flowable backfill.** Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.
- **110-2.8 Detectable warning tape.** Plastic, detectable, American Public Works Association (APWA)) red electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-66 inches (75-150 mm)) wide. Detectable tape is incidental to the respective bid item.

#### **CONSTRUCTION METHODS**

**110-3.1 General.** The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less

than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 24 inches below finished; in other locations, the top of the duct bank or underground conduit shall be not less than 30 inches below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing

no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

- **a.** Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.
- **b.** Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the

plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 Conduits without concrete encasement. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm)

apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and lot less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 Markers. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 Backfilling for conduits. For conduits, 8 inches (200 mm) of sand, soft earth, or other fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 Backfilling for duct banks. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7Restoration. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include topsoiling, seeding, and mulching shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration

shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 Removal of Conduit. Conduit and duct bank shall be abandoned in place where no excavation is being performed. Remove conduits and duct banks where full depth excavation is being performed or the conduits and duct banks interfere with the installation of equipment. All removal shall be incidental to the associated bid item with no additional cost.

#### METHOD OF MEASUREMENT

- 110-4.1 Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.
- 110-4.2 Underground conduits and duct banks shall be measured by the linear feet of conduits and duct banks removed, including concrete encasement, trenching and backfilling with material, and restoration. Separate measurement shall be made for the various types and sizes.

#### BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Concrete Encased, Electrical Duct Bank in Pavement, 4 way 4-inch - per linear foot
Item L-110-5.2	Concrete Encased, Electrical Duct Bank in Pavement, 2 way 2-inch - per linear foot
Item L-110-5.3	Concrete Encased, Electrical Conduit in Pavement or Turf, 1 way 2-inch - per linear foot

#### **REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30 Design and Installation Details for Airport Visual Aids

AC 150/5345-53 Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for

Concrete Reinforcement

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6 Electrical Rigid Metal Conduit - Steel

UL Standard 514B Conduit, Tubing, and Cable Fittings

UL Standard 514C Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers

ULStandard 1242 Electrical Intermediate Metal Conduit Steel

UL Standard 651 Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings

UL Standard 651A Type EB and A Rigid PVC Conduit and HDPE Conduit

#### **END OF ITEM L-110**

#### Item L-115 Electrical Manholes and Junction Structures

#### DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR including removal of existing manholes and junction structures as shown on the plans.

#### **EQUIPMENT AND MATERIALS**

#### 115-2.1 General.

- **a.** All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.
- **b.** Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.
- c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.
- **d.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.
- **e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.
- **115-2.2 Concrete structures.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures. Cast-in-place concrete structures shall be as shown on the plans.

**115-2.3 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand 200,000 lb aircraft loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown on the plans.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the RPR shall be submitted by the Contractor to allow for a full evaluation by the RPR. The RPR shall review per the process defined in the General Provisions.

115-2.4 Junction boxes. Junction boxes shall be L-867 Class 1 (non-load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixtures assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

115-2.5 Mortar. The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugaryegetable, or other substances injurious to the finished product.

**115-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

115-2.7 Frames and covers. The frames shall conform to one of the following requirements:

**a.** ASTM A48 Gray iron castings

**b.** ASTM A47 Malleable iron castings

**c.** ASTM A27 Steel castings

d. ASTM A283, Grade D Structural steel for grates and frames

e. ASTM A536 Ductile iron castings

**f.** ASTM A897 Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of 167 psi and maximum load of 300,000 lbs.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover 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 A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

- 115-2.8 Ladders. Ladders, if specified, shall be galvanized steel or as shown on the plans.
- **115-2.9 Reinforcing steel.** All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.
- 115-2.10 Bedding/special backfill. Bedding or special backfill shall be as shown on the plans.
- **115-2.11 Flowable backfill.** Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.
- 115-2.12 Cable trays. Cable trays shall be of plastic. Cable trays shall be located as shown on the plans.
- **115-2.13 Plastic conduit.** Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.
- **115-2.14** Conduit terminators. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.
- 115-2.15 Pulling-in irons. Pulling-in irons shall be manufactured with 7/8-inch (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2-inch (12 mm) diameter with an ultimate strength of 270,000 psi (1862 MPa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.
- 115-2.16 Ground rods. Ground rods shall be one piece, copper clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 10 feet long nor less than 3/4 inch in diameter.

#### **CONSTRUCTION METHODS**

**115-3.1 Unclassified excavation.** It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and 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 RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

- 115-3.2 Concrete structures. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods 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 RPR before the concrete is placed.
- 115-3.3 Precast unit installations. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.
- 115-3.4 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 RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

- 115-3.5 Installation of ladders. Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.
- 115-3.6 Removal of sheeting and bracing. In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches (150 mm) of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with

selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The RPR may direct the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 Backfilling. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all 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 RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 Connection of duct banks. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 Grounding. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtails shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

**115-3.10** Cleanup and repair. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 Restoration. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

- 115-3.12 Inspection. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.
- 115-3.13 Duct extension to existing ducts. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

#### METHOD OF MEASUREMENT

115-4.1 Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing

#### **BASIS OF PAYMENT**

- 115-5.1 The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. 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 appurtenances and connections to duct banks 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.
- 115-5.2 Payment shall be made at the contract unit price for manhole elevation adjustments. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, spacers, concrete, rebar, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required, to complete this item as shown in the plans and to the satisfaction of the RPR.

Payment will be made under:

Item L-115-5.1 Pre-Cast Electrical Aircraft Rated Handhole - Per Each

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System				
Advisory Circular (AC)	visory Circular (AC)				
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits				
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors				
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories				
AC 150/5340-30	Design and Installation Details for Airport Visual Aids				
AC 150/5345-53	Airport Lighting Equipment Certification Program				
Commercial Item Description (	CID)				
A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)				
ASTM International (ASTM)					
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 A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement				
ASTM A897	Standard Specification for Austempered Ductile Iron Castings Standard				
ASTM C144	Specification for Aggregate for Masonry Mortar				
ASTM C150	Standard Specification for Portland Cement				
ASTM C206	Standard Specification for Finishing Hydrated Lime				
FAA Engineering Brief (EB)					
EB #83	In Pavement Light Fixture Bolts				
Mil Spec					

Paint High Zinc Dust Content, Galvanizing Repair

MIL-P-21035

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

**END OF ITEM L-115** 

#### Item L-125 Installation of Airport Lighting Systems

#### DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with specification, the referenced specifications, and the applicable advisory circulars (ACs). The shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

#### **EQUIPMENT AND MATERIALS**

#### 125-2.1 General.

- **a.** Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not performs as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.
- **b.** Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/ or installed that do not comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.
- c. All materials and equipment used shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.
- **d.** The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The Engineer reserves the right to reject any or all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.
- **e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

#### **EQUIPMENT AND MATERIALS**

- **125-2.2 Conduit/Duct.** Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.
- **125-2.3 Cable and Counterpoise.** Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.
- **125-2.4 Tape.** Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.
- **125-2.5** Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.
- 125-2.6 Retroreflective Markers. Not required.
- **125-2.7 Runway and Taxiway Lights.** Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

#### Lights

Туре	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-861T (L)	N/A	Mode 1	N/A		L-867	Blue	10/15 W	30" Height

**125-2.8 Runway and Taxiway Signs.** Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44.

#### Signs

Type	Size	Style	Class	Mode	Notes
L-858Y	1	2	2	2	
L-858R	1	2	2	2	
L-858L	1	2	2	2	
L-858L	1	4	2	2	

- 125-2.9 Runway End Identifier Light (REIL). Not required.
- 125-2.10 Precision Approach Path Indicator (PAPI). Not required.
- 125-2.11 Circuit Selector Cabinet. Not Required.
- **125-2.12 Light Base and Transformer Housings.** Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867, Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

**125-2.13 Isolation Transformers**. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

#### **INSTALLATION**

**125-3.1 Installation.** The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, ground rods, grounds, drainage connections to underdrain and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

- **125-3.2 Testing.** All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.
- 125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.
- **125-3.4 Elevated Lights.** Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light base to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

#### METHOD OF MEASUREMENT

125-4.1 Taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR. Guidance sign panel replacement shall be measured by each sign as a completed unit in place, ready for operation, and accepted by the RPR.

#### **BASIS OF PAYMENT**

**125-5.1** Payment will be made at the Contract unit price for each complete runway or taxiway light or guidance sign, installed by the Contractor and accepted by the RPR. This payment will be full

compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

L-125-5.1	New Elevated L-861T(L) LED Taxiway Edge Light, L-867 Light Base, Ground Rod, Isolation Transformer, and Associated Equipment, Installed Complete in Place – Per Each
L-125-5.2	New Elevated L-861T(L) LED Taxiway Edge Light, Isolation Transformer, and Associated Equipment, Installed Complete in Place on Existing Light Base – Per Each
L-125-5.3	Remove Existing Taxiway Edge Light, Isolation Transformer, and Associated Equipment. Existing Light Base to Remain – Per Each
L-125-5.4	Remove Existing Taxiway Edge Light, Existing Light Base, Isolation Transformer, and Associated Equipment–Per Each
L-125-5.5	Remove and Replace all Existing Sign Panels within Existing Sign Housing – Per Each Sign
L-125-5.6	Install New L-858 Guidance Sign Module Extension onto Existing Guidance Sign, Installed Complete in Place on Extended Guidance Sign Foundation - Per Each Sign
L-125-5.7	Remove and Store Existing Guidance Sign, Isolation Transformer, and Associated Equipment. Remove Existing Guidance Sign Foundation. Re-Install Stored Guidance Sign, Isolation Transformer and Associated Equipment. Retrofit Existing Guidance Sign with a L-858 LED Lighting Upgrade Kit, Installed Complete in Place on New Foundation – Per Each Sign
L-125-5.8	Remove Existing Guidance Sign, Isolation Transformer, and Associated Equipment. Remove Existing Guidance Sign Foundation. Install New L-858 LED Guidance Sign, Isolation Transformer, and Associated Equipment, Installed Complete in Place on New Foundation - Per Each Sign
L-125-5.9	Remove and Store Existing Guidance Sign, Isolation Transformer, and Associated Equipment. Remove Existing Guidance Sign Foundation. Re-Install Stored Guidance Sign, Isolation Transformer, and Associated Equipment, Installed Complete in Place on New Foundation Per Each Sign
L-125-5.10	Retrofit Existing Guidance Sign, and Associated Equipment for a L-858 LEDDLighting System. Replace Existing Sign Panels within Existing Sign Housing – Per Each Sign
L-125-5.11	Install New L-858 LED Guidance Sign Module Extension onto Existing Guidance Sign, Retrofit Existing Guidance Sign with a L-858 LED Lighting Upgrade Kit. Replace Existing Sign Panels within Existing Sign Housing Installed Complete in Place on Extended Guidance Sign Foundation - Per Each Sign

#### **REFERENCES**

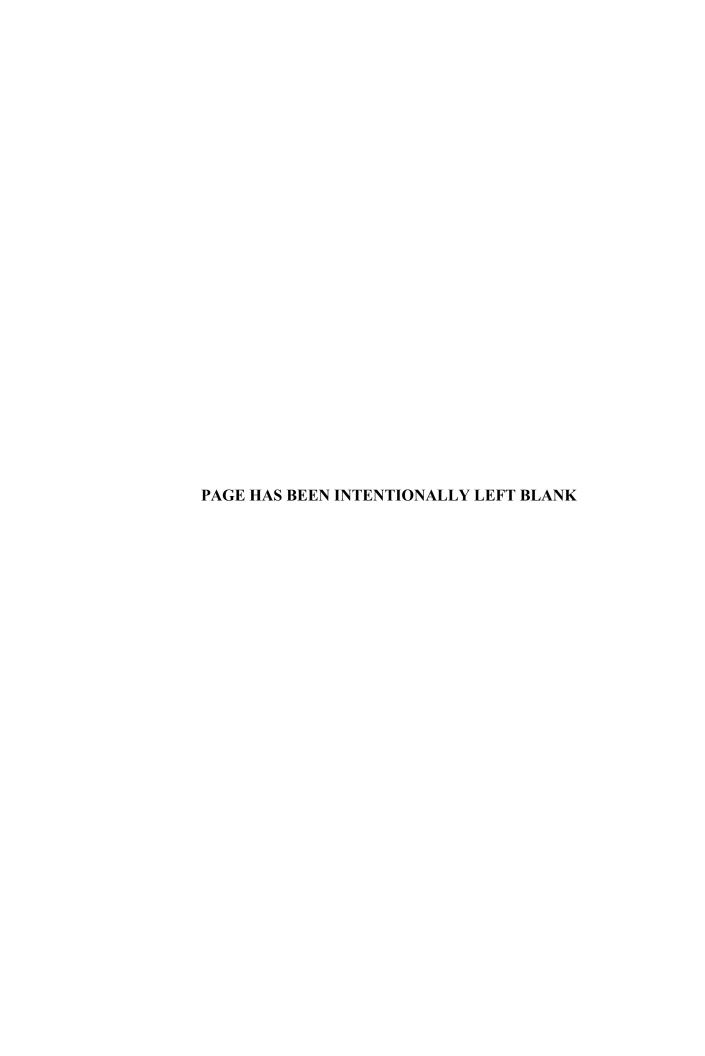
The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems		
AC 150/5340-26	-26 Maintenance of Airport Visual Aid Facilities		
AC 150/5340-30	Design and Installation Details for Airport Visual Aids		
AC 150/5345-5	Circuit Selector Switch		
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits		
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors Precision		
AC 150/5345-28	Approach Path Indicator (PAPI) Systems		
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers		
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories		
AC 150/5345-44	Specification for Runway and Taxiway Signs		
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures		
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems		
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment		
AC 150/5345-53	Airport Lighting Equipment Certification Program		
Engineering Brief (EB)			
EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures		

#### **END OF ITEM L-125**

## APPENDIX A CONSTRUCTION SAFETY AND PHASING PLAN





# Co



### Taxiway F Rehabilitation

## **Construction Safety and Phasing Plan (CSPP)**

Hagerstown Regional Airport (HGR) Hagerstown, MD



March 29, 2023





6031 University Blvd, Suite 330 Ellicott City, MD 210

#### **Table of Contents**

0.	Project Overview	3
1.	Coordination	4
2.	Phasing	5
3.	Areas and Operations Affected by Construction	8
4.	Navigational Aid (NAVAID) Protection	9
5.	Contractor Access	9
6.	Wildlife Management	11
7.	Foreign Object Debris (FOD) Management	12
8.	Hazardous Material (HAZMAT) Management	12
9.	Notification of Construction Activities	13
10.	Inspection Requirements	13
11.	Underground Utilities	14
12.	Penalties	14
13.	Special Conditions	14
14.	Runway and Taxiway Visual Aids	15
15.	Markings and Signs for Access Routes	15
16.	Hazard Marking and Lighting	15
17.	Work Zone Lighting for Nighttime Construction.	16
18.	Protection of Areas, Zones, and Surfaces	16
19.	Other Limits of Construction	17
20.	Safety Plan Compliance Document (SPCD) – Contractor's Responsibility	17

#### **Appendices**

Safety and Phasing Plan Checklist
Construction Safety and Phasing Drawings
Sample Contractor's Safety Plan Compliance Document (SPCD)
Construction Project Daily Safety Inspection Checklist

#### Taxiway F Rehabilitation

AIP-3-24-0019-065-2021 (Design) Hagerstown Regional Airport (HGR) Hagerstown, Maryland

#### 0. Project Overview

The Taxiway F Rehabilitation scope includes realigning 2400' of the taxiway to maintain a compliant 400' Runway-Taxiway Separation, as well as improving the condition of the existing bituminous concrete pavement. A portion of the terminal apron will be milled and overlayed and Taxiway F's intersection with Taxiway C will also be reconstructed. The major work components include:

- Shifting the Taxiway centerline by 25' south for a 2400' long portion of the taxiway to achieve a 400' separation between runway and taxiway centerline.
- Shifting the Taxiway centerline by 5' south for the remaining 500' long portion of the taxiway to achieve a 380' separation between runway and taxiway centerlines.
- Demolition and Reconstruction of Taxiway F pavement.
- Mill and overlay of Taxiway F.
- Demolition of abandoned connector taxiway adjacent to Bowman property.
- Electrical lighting and airfield guidance signs for new geometry of Taxiway F.
- Grading and drainage for infields adjacent to realigned Taxiway F.
- Taxiway Marking.
- Renaming of Taxiways.
- Construction Area Control and Safety Features.
- Coordination with HGR Operations/Management to Schedule Runway and Taxiway Closures.

This narrative discusses the elements of the Construction Safety and Phasing Plan for the Taxiway F Rehabilitation project. **Figure 1** shows the scope of work for the project.



Figure 1 – Taxiway F Rehabilitation: Scope of Work

#### 1. Coordination

On behalf of the Board of County Commissioners for Washington County MD, the airport sponsor, HGR will host pre-bid and pre-construction coordination meetings to ensure the sponsor, the Construction Manager, the Designer, the Contractor, the FAA, tenants, and all other interested parties are aware of design, safety, and construction requirements and have an understanding of their individual responsibilities, as well as the technical and legal requirements of the contract.

#### 1.1 Pre-Bid Meeting:

The pre-bid coordination meeting will include discussion of the project's scope of work, construction phasing, schedule, unique construction items, bid forms to be submitted, Disadvantaged Business Enterprise (DBE) requirements, and question and answer session. The meeting will clarify and explain project construction methods, procedures, and safety measures. The Construction Safety and Phasing Plan (CSPP) will be reviewed and discussed with key attendees.

Key Attendees: HGR Operations/Management (Owner)
 Washington County Commissioners (Owner)

Resident Project Representative (RPR) (Owner's Representative)

ADCI (Designer)
Bidding Contractors (Contractor)

#### 1.2 Pre-Construction Meeting

The pre-construction coordination meeting will include discussion of project scope, staging, phasing, operational safety, security, environmental factors, DBE compliance and other project-specific issues. The CSPP and Safety Plan Compliance Document (SPCD) will be reviewed and discussed.

Key Attendees: HGR Airport Director

**HGR Access Control and Security** 

HGR Maintenance HGR Operations

FAA Airports District Office (Washington) FAA Air Traffic Control Tower (ATCT)

**RPR** 

**ADCI - Designers** 

Testing Laboratory representative

Contractor and Subcontractor representative(s)

Tenants Airlines

Federal, State, and local agencies affected by the proposed construction

#### 1.3 Weekly Progress Meetings

Throughout the duration of the project, weekly progress meetings will be held. Construction phasing and operational safety will be a standing agenda item at the weekly progress meeting.

Key Attendees: HGR Airport Director

**HGR Access Control and Security** 

HGR Maintenance ARFF Representative

**RPR** 

ADCI - Designers

Superintendent and Foreman of Prime Contractor

Project foreman for each subcontractor with work occurring during current

period

Contractor Safety Officer Contractor Security Officer

#### 1.4 Daily Safety Meeting

The General Contractor is responsible to host Daily Safety Meetings prior to the start of each construction day with all workers to review and discuss daily project scope and appropriate safety equipment and measures.

At the end of each construction day, the General Contractor is responsible to maintain a clean and safe construction site. The General Contractor is responsible for daily monitoring and routine maintenance of safety devices and equipment. The Contractor is responsible for immediately repairing malfunctioning safety devices and equipment to the satisfaction of the Airport.

#### 1.5 Scope or Schedule Changes

Changes in project scope or schedule may require revisions to the CSPP. Changes to the CSPP would need to be reviewed and approved by HGR Operations/Management and the FAA. The approved changes shall also be reflected in the SPCD.

#### 1.6 FAA ATO Coordination

Coordination with FAA ATO has occurred throughout the design process. Closures of runways and taxiways and issuing NOTAMS will be closely coordinated with the FAA ATCT. Construction activity was modeled by ADCI to determine any impacts or restrictions during construction.

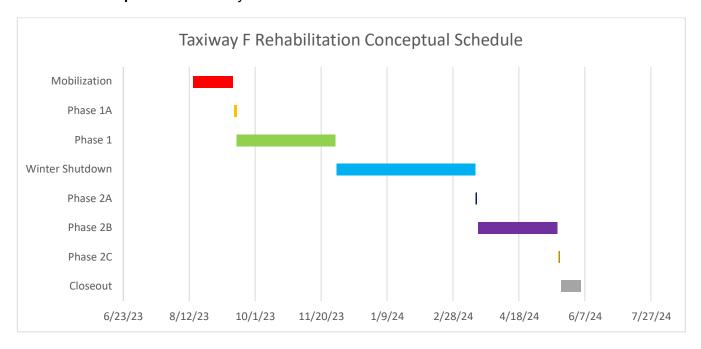
The Contractor will provide a two-week look ahead schedule at every weekly progress meeting. HGR Operations/Management will maintain coordination with the FAA ATCT and inform the FAA ATCT of any changes to the project scope or schedule.

#### 2. Phasing

The construction phasing has been developed to minimize the impact of construction operations on the airport and its tenants while promoting construction efficiency and overall safety. The project is broken into two phases. Phase 1 includes subphase 1A (2 days), and Phase 2 is broken up into subphases 2A (1 day), 2B (60 days), and 2C (1 day). The two construction phases/work areas are generally dictated by airport operational requirements. There are also key milestones and work area/sub-area relationships that are dependent on each other that the Contractor shall become familiar with before submitting the detailed schedule.

Estimated Start Date: September 2023

Estimated Completion Date: May 2024



#### 2.1 Mobilization Phase (30 days)

- May overlap with the start of construction if determined by Contractor's Schedule to be feasible and if approved by the RPR.
- Establish site access, haul routes, and Contractor staging area.
- Access: Manual Gate 130 located on Terminal Drive.
- Haul Route: Off Airport Air Park Road to Henson Blvd. to US Route 11 to Showalter Road to Terminal Drive to Gate 130.
- Staging Area: One west of Taxiway F, and if needed, an additional staging area will be located adjacent to Terminal Drive and the Long Term parking lot. The stockpile area is off Air Park Road near Interstate 81.
- Submittals, Shop Drawings and approval of Asphalt Mix Designs.
- Requests for Information (RFI).
- Ordering of Materials.
- Trailer/Temporary Construction Setup (if Required by Contractor).
- RPR office setup.
- Construction Schedule development and approval.
- Coordination with HGR Operations to schedule Runway and Taxiway closures.
- Contractor will not impact any part of the airfield as part of the Mobilization phase unless otherwise authorized by the RPR.

#### 2.2 Phase 1A (2 days)

The scope of work for Phase 1A includes but is not limited to:

- Pavement Rehabilitation (mill and overlay)
- Replacement of taxiway lights & signage
- Pavement Marking

Phase 1A includes the mill and overlay of the Taxiway F pavement from the approach end of Runway 9 to the Runway Safety Area (RSA).

Major airfield impacts during Phase 1A will include the following:

- Closure of Runway 9-27
- Partial Closure of Taxiway F (from Runway 9 end to Terminal Apron Taxiway)

Phase 1A will be completed as night work (10 PM – 6 AM), requiring closure of Runway 9-27.

#### 2.3 Phase 1 (75 days)

The scope of work for Phase 1 includes but is not limited to:

- Erosion and Sediment Controls
- Demolish Taxiway Pavement
- Reconstruct Taxiway Pavement
- Pavement Demolition and Reconstruction
- Grading and Drainage (including rip-rap installation)
- Taxiway Light Base Cans and Fixtures
- Signage Replacement
- Pavement Marking

Phase 1 includes realignment and reconstruction of Taxiway F from the RSA to just west of the Terminal Apron Taxiway plus infield grading and drainage (including rip-rap installation) improvements along with the removal of abandoned taxiway pavement south of Taxiway F to the abutting Bowman property.

Major airfield impacts during Phase 1 will include the following:

Partial Closure of Taxiway F (from Runway 9 end to Terminal Apron Taxiway)

Phase 1 will be completed as unrestricted day work (7 AM-6 PM).

#### 2.4 Phase 2A (1 day)

The scope of work for Phase 2A includes but is not limited to:

- Pavement Rehabilitation (mill and overlay)
- Temporary Pavement Marking

Phase 2A includes the mill and overlay of the Taxiway C intersection with Taxiway F.

Major airfield impacts during Phase 2A will include the following:

- Closure of Taxiway C
- Partial Closure of Taxiway F (from Taxiway C to Runway 2-20)

Phase 2A will be completed as night work (8 PM – 7 AM).

#### 2.5 Phase 2B (60 days Overall; Work within Runway 2-20 RSA: 7 days)

The scope of work for Phase 2B includes but is not limited to:

- Érosion and Sediment Controls
- Pavement Demolition and Reconstruction
- Grading
- Permanent Runway Marking
- Taxiway Lighting and Signage

Phase 2B includes realignment and reconstruction of Taxiway F from the Terminal Apron Taxiway to the intersection of Runway 2-20, excluding the Phase 2A paving work area.

Major airfield impacts during Phase 2B will include the following:

- Partial Closure of Taxiway F (from Terminal Apron Taxiway to Runway 2-20)
- Taxiway C will be closed for 3 days for work within TOFA. If TOFA work is not complete in this
  window, aircraft restrictions must conform with FAA AC 150/5370-2G Section 2.22.3.1-2.22.3.6
  (See Sheet G302 Special Requirements (Phase 2B)).
- Closure of Runway 2-20 during work in the RSA.

Phase 2B work outside Runway 2-20 RSA will be completed as unrestricted day work (7 AM – 6 PM). Phase 2B work inside Runway 2-20 RSA will be completed as night work (10 PM – 6 AM).

#### 2.6 Phase 2C (1 day)

The scope of work for Phase 2C includes but is not limited to:

- Mill and Overlay
- Permanent Pavement Marking

Phase 2C includes the mill and overlay of the Terminal Parking Apron.

Major airfield impacts during Phase 2C will include the following:

Closure of Terminal Apron Exit

Phase 2C will be completed as night work (8 PM – 7 AM).

#### 2.7 Closeout and Final Acceptance (15 days):

- Punchlist items and clean-up
- Submission of final as-built and mark-up information

#### 3. Areas and Operations Affected by Construction

The area of the airport that will be affected by the Taxiway F Rehabilitation project includes approximately 2,900 feet of pavement demolition, realignment and rehabilitation along Taxiway F between Runways 9-27 and 2-20. Work also includes demolition of an abandoned taxiway south of Taxiway F up to (but not including) the abutting Bowman property, pavement rehabilitation of the Terminal Apron Taxiway and the reconstruction of the Taxiway F-Taxiway C intersection. The taxiway work will increase the current 375' separation distance from Runway 9-27 to 380' and 400', depending on location, bringing most of Taxiway F in compliance with the 400' Runway-Taxiway Separation standard.

Closures of Taxiways F & C, and occasional nightly closure of Runway 9-27 (Phase 1A work only) and Runway 2-20 (partial Phase 2B work only) will be required during construction. Taxiway electrical circuits will be de-energized and guidance signs will be covered and/or removed. Runway closure will be required for any work along the taxiway that is inside the Runway Safety Area (RSA). The RSA and ROFA will be identified in the field with survey stakes as approved by the RPR. No runway or taxiway closures will be permitted without advance approval from HGR Operations.

The Contractor will not enter into any safety area of any active runway without an appropriately badged escort and approval from the ATCT. In addition, there will be no construction activities, placement of stockpiles, storage of materials, or fueling in the approach protection area of any active runway.

#### 3.1 Runway Safety Areas

The Contractor will not enter the safety area of any active Runway without an appropriately badged escort. **Table 3-1** shows Runway Safety Area dimensions in the project work areas

Runway	Aircraft Approach Category	Airplane Design Group	Runway Safety Area Width Divided by 2	
09-27 C		III	250 feet	
02-20 B		ll l	75 feet	

Table 3-1. Runway Safety Areas

Contractor shall install survey stakes at limits of RSA and TSA to delineate these areas during construction.

#### 3.2 Runway Approach Protection Areas

Unless otherwise shown, the Contractor will not enter, conduct fueling, place stockpiles, or store materials in the approach protection area of any active Runway. **Table 3-2** shows Runway Approach Protection Areas.

Runway End	Aircraft Approach Category	Airplane Design Group	Safety Area Prior to Threshold	Minimum Distance Approach	
9	С	III	1,000 feet	200 feet	34:1
27	С	III	1,000 feet	200 feet	50:1

Table 3-2. Runway Approach Protection Areas

#### 4. Navigational Aid (NAVAID) Protection

Aircraft navigational aids (NAVAIDS) provide visual and electronic information which are used by pilots who operate and land aircraft at the airport. Construction activities may have negative impacts on the functionality and serviceability of NAVAIDS. The Contractor must coordinate their work effort and limit their operations in NAVAID critical areas to minimize NAVAID impacts.

The Contractor will be required to restrict and limit operations so that material, equipment, and personnel do not enter NAVAID critical areas or disturb power to NAVAID facilities without prior coordination with HGR Operations and FAA Tech Ops personnel. All construction activity has been modeled by ADCI to determine any impacts or restrictions during construction. It is anticipated that there will be no impacts or restrictions to NAVAID facilities during this project.

The Contractor is required to provide notice to HGR Operations and FAA Tech Ops personnel at least 72 hours prior to disturbing power supply or removing a NAVAID from service. FAA Tech Ops Office – (410) 859-7936.

#### 5. Contractor Access

#### 5.1 Location of Stockpiled Construction Material

No stockpiled materials or staged equipment may be placed outside of the designated staging areas unless approved by the RPR. There will be no stockpiles or staged equipment within the ROFA.

- Height restrictions: Stockpiles shall not exceed the heights shown on the Contract Drawings and will not be located within any area (TOFA, TLOFA, TSA, RSA, ROFA, RPZ, etc.) that is required for the operation of the aircraft.
- Wildlife attractant: Contractor to manage stockpiles so that they do not attract wildlife. Refer to Section 6 of this document.
- Foreign Object Debris (FOD): Contractor to manage material stockpiles and trash so that they do not create FOD. Refer to Section 7 of this document.
- Marking and Lighting of Stockpiles: Contractor will not be required to mark or light material stockpiles.

#### 5.2 Vehicle and Pedestrian Operations

#### 5.2.1 Access to AOA

The airport operations area is defined by the perimeter fence surrounding the airfield. Access onto the AOA is through any number of gates along the fence or doors through buildings. Contractor access onto the AOA is limited to the gates shown on the CSPP drawings. No person shall enter the AOA, or any other restricted area, except authorized personnel assigned to duty therein escorted by an appropriately badged escort.

Contractor access will be through Gate 130 as shown in the Contract Drawings, and/or approved by the RPR. Gate 130 is located on Terminal Drive near the ARFF building.

#### 5.2.2 Mechanisms to Prevent Improper Movement

Contractor operations within the AOA are limited to the areas shown on the CSPP. A visual boundary will be installed by the Contractor around all areas of work, consisting of low-profile barricades on pavement surfaces as well as grassed areas. The project phasing plans show locations of work area and sub-area boundaries. Construction vehicles and personnel must not cross boundaries at any time without an appropriately badged escort and approval from the ATCT, if required.

The Contractor shall provide enclosures, fences, barricades, or other devices where necessary to prevent access to the site or danger to the public, as approved by the RPR.

#### 5.2.3 Parking Areas for Personal Vehicles and Equipment

Contractor employee personal vehicles may not be parked or driven in the AOA. Personal vehicles instead must be parked outside the AOA.

#### 5.2.4 Haul Routes

The G200 series drawings illustrate the proposed access points, haul routes, stockpile areas, and landside staging area. The Contractor will not be permitted to use any access or haul roads other than those designated on the Contract Drawings and will be required to submit a detailed Staging Area and Haul Route Plan prior to the start of construction.

Contractor access and hauling operations are strictly limited to the haul routes shown. Contractor is responsible for any improvements and maintenance to haul routes as needed to efficiently perform construction activities.

#### 5.2.5 Airport Rules for Ground Vehicle Operations

Rules for vehicular and equipment travel on the airport are located on G200. These rules must be followed at all times when driving on the airport.

#### 5.2.6 Contractor Vehicle Marking and Lighting

Only Contractor licensed vehicles will be permitted to enter the AOA. Each Contractor licensed vehicle must display a company logo on both sides of the vehicle, as well as a yellow/amber rotating beacon affixed to the uppermost part of the vehicle that is visible from any direction, day and night. Contractor vehicle marking and lighting is the sole responsibility of the Contractor; the Airport will not provide marking or lights. Marking and lighting of vehicles must comply with AC 150/5210-5, latest edition, *Painting, Marking and Lighting of Vehicles Used on an Airport*. Additional vehicle marking and signage guidelines can also be found on Sheet G500.

#### 5.2.7 Contractor Construction Equipment Parking

Any unused equipment shall not be parked any closer than 85.5 feet from the centerline of an active taxiway and no closer than 250 feet from an active runway unless noted or shown otherwise on the phasing plans. The ROFA for Runway 2-20 is 500 feet, and the ROFA for Runway 9-27 is 800 feet.

#### 5.3 Radio Communications

#### 5.3.1 Two-way Radios

Contractors may utilize two-way radios on the project provided that they do not interfere with existing Airport, FAA, or military communication equipment and frequencies.

#### 5.3.2 Air Traffic Control Tower (ATCT) Radio Communications

Vehicle operations on the movement area require contact with the ATCT. The Contractor will not communicate directly with the ATCT unless trained by HGR Operations. If no Contractor personnel are trained by HGR Operations, the Contractor must contact HGR Operations for an escort onto any movement area.

#### 5.3.3 Personnel Required to Communicate with ATCT

All communications with the ATCT will be made by persons trained and approved by HGR Operations.

#### 5.3.4 Training

All training of Contractor personnel for communication with the ATCT will be completed by HGR Operations.

#### 5.3.5 Procedure for Communicating

Radio types: Airband radios capable of transmitting and receiving on frequencies used by the ATCT.

Light signals: not applicable.

#### 5.4 Airport Security

Hagerstown Regional Airport maintains an active security program, which is of primary importance. The project will take place within the Airport's Security Identification Display Area (SIDA), which requires specific security protocol be followed. General project security requirements include the following:

- The project plans show the entry point(s), barricades, Contractor's staging area, and work area. The Contractor shall provide security for these areas. The Contractor is to provide to the Airport, for review and approval, all security measures, barricades, and other means to be taken to secure scheduled openings between the secure and non-secure areas, prior to creating the opening.
- No Contractor employee may tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented at the Airport.
- Each Contractor employee must immediately notify the Airport when security-related facilities and equipment within the Contractor's area are malfunctioning or no longer adequate to perform the control function.
- No Contractor employee may enter or be present within a secured area, SIDA, AOA, or Sterile Area without complying with the systems, measures, or procedures being applied in such areas.
- The project will require AOA badges for all Contractor personnel, and the Contractor will be required to maintain a list of all badged employees and badged subcontractor employees.

Additional details about the Airport's security procedures can be found on Sheet G200.

#### 6. Wildlife Management

#### 6.1 Trash

Food scraps must be collected from construction personnel activity.

#### 6.2 Standing Water

Any activity taking place that creates a standing body of water must be resolved immediately. Standing water will not be permitted and must drain within 48 hours.

#### 6.3 Poorly Maintained Fencing and Gates

Periodic perimeter fence inspections are conducted by HGR Security to ensure the fence is secured. These inspections also include identifying any animal digs that are located under the fence and ensuring that perimeter gates and drainage grates are tightly secured to prevent animal access. In addition, HGR Operations will take appropriate actions to reduce any other observed wildlife activity.

The Contractor should also be vigilant in observing the security fence for areas that may not be secured and report any problems immediately to HGR Operations.

#### 6.4 Disruption of Existing Wildlife Habitat

Contractor personnel should immediately notify HGR Operations of a wildlife sighting.

#### 7. Foreign Object Debris (FOD) Management

Foreign object debris at airports includes any object found in an inappropriate location that can damage aircraft, equipment, or airport personnel. Foreign object debris on construction sites is typically comprised of things such as loose gravel, blowing sand, wire bristles from sweeper heads, food wrappers, and material packaging. The presence of FOD on an airport's air operations area (AOA) poses a significant threat to the safety of air travel. FOD has the potential to damage aircraft during critical phases of flight, which can lead to catastrophic loss of life and airframe, and at the very least increased maintenance and operating costs. As such, FOD shall not be allowed near active aircraft movement areas, and FOD shall be continuously removed by the Contractor during the construction project. The construction area shall be kept clean at all times of debris that may blow onto the airfield.

#### 7.2 Methods of FOD Control

- Sweeper Equipment: The Contractor shall have a sweeping machine and operator on site at all times. The sweeper will operate full time to keep haul routes and work areas clean at all times.
- Dust Control Equipment: The Contractor shall maintain a water truck on site for dust control purposes.
- Training: Contractor shall provide training to all employees working within the AOA on effective FOD management. Training shall include description and consequences of FOD, FOD awareness, and housekeeping procedures.
- Housekeeping: Preventing FOD from occurring is the most effective form of FOD management.
  Contractor must monitor construction activities and proactively develop a plan to prevent FOD from occurring. Typical FOD prevention measures include the use of covered trash containers, covered loads, zero tolerance of littering, and tying down items which may be easily windblown.
- Ground Vehicle Tire Inspections: Prior to crossing active airfield pavement the Contractor must perform a vehicle tire check for any loose rocks that may be in the tread. Tires covered in mud must be cleaned prior to crossing active pavement in order to prevent tracking of dirt.
- Pavement Sweeps: Prior to opening sections of pavement within a work area to aircraft traffic, the Contractor will be required to sweep the entire pavement surface (including shoulders). Metal bristled brooms are known to create FOD, and the Contractor will be required to clean all bristles from the pavement. Compressed air and vacuums can be used to clean pavement surfaces as well.
- FOD Inspections: Refer to Section 10 of this document for FOD inspection requirements.

#### 8. Hazardous Material (HAZMAT) Management

HAZMAT procedures to be developed by the Contractor prior to the issuance of the notice to proceed include, but are not limited to:

- Fuel Storage Locations and Handling Procedures
- Spill Response Procedures
- Safety Data Sheets (SDS)

The Contractor shall not introduce explosives or any other hazardous materials or equipment without the prior written consent of the RPR.

#### 9. Notification of Construction Activities

#### 9.1 List of Responsible Representatives

Persons who have questions concerning policies, procedures, or requirements of the Airport Security Program, should contact HGR Security. Persons who observe a security violation, suspicious act or any serious act that may endanger persons or property, should immediately contact HGR Security, HGR Operations, Police, and Fire Departments. For this project, all communications with the ATCT will be made by persons trained and approved by HGR Operations. Important telephone numbers are listed below:

- Police Department (301) 790-3700 (Dispatch)
- Fire Department (301) 790-2476 (Watch Desk)
- Airport Communication Center (240) 313-2200
- FAA Tech Ops Office (410) 859-7636
- FAA TRACON (410) 859-7252/7255
- FAA ATCT Manager Coordinate with RPR

#### 9.2 Notices to Air Missions (NOTAMs)

Contractor shall coordinate with the RPR and HGR Operations personnel 7 days in advance for the issuance of all NOTAMs related to the project construction. HGR Operations will generate and issue NOTAMs based on Contractor construction schedule and facility impacts.

#### 9.3 Emergency Notification Procedures

In the case of a life-threatening situation, dial 911 and the Airport's Emergency Number (240-313-2777) immediately thereafter. HGR Operations will coordinate any emergency response.

#### 9.4 Coordination with ARFF

Weekly construction progress meetings will be held throughout the duration of the project and prior to commencement of phasing changes. During these weekly meetings, ARFF will be notified of re-routing, blocking, and restoration of emergency access routes. Contractor is required to adjust haul routes and hauling activities as necessary to accommodate ARFF operations.

#### 9.5 Notification to the FAA

If the Contractor needs use of cranes, equipment, or other items on or near the airport taller than the allowable elevations shown on the Drawings, the Contractor must submit a new 7460-1 to the FAA for airspace review and approval. FAA approval could take up to ninety (90) calendar days.

#### 10. Inspection Requirements

#### 10.1 FOD Inspection

The Contractor shall keep the project site and vehicles clean, employing a "clean as you go" approach throughout the project.

#### **10.2 Airport Operations Daily Inspection**

Airport staff and HGR Operations personnel conduct daily airfield inspections. These inspections include an inspection of all open/active airfield-paved areas and safety areas to ensure compliance with FAR Part 139.327.

#### 10.3 Contractor Inspection

Prior to opening work areas and pavement to aircraft traffic, the Contractor must coordinate with the RPR and HGR Operations for inspection of the work area. Pavements must be free of all dirt, sand, gravel, wire bristles, or any other objects that could cause damage to aircraft. All turf/soil areas must be free of dirt clods, ruts, or surface irregularities that could damage an aircraft should it leave the pavement. Daily inspections must be completed to assure all traffic control devices are in proper location and in working order.

#### 10.4 Final Inspection

The Contractor will be required to coordinate with the RPR and Airport to schedule a final inspection.

#### 11. Underground Utilities

It is not expected that there are any FAA utilities in the project vicinity. The location of the underground utilities and FAA cables shown on the plans has been obtained from available records and field checks and are believed to be correct. Locations of existing and proposed underground utilities and facilities shown on the Contract Drawings have been developed from available information. Completeness and accuracy of the location and depth of utilities and facilities cannot be guaranteed.

Prior to beginning any excavating operations, the Contractor is to use hand excavation, as required, to verify the depth and location of all utilities and facilities and clear them. Any underground utilities located which do not appear on the plans shall be brought to the attention of the RPR and shown on the Contractor mark-ups.

If FAA cables are damaged during construction, repairs shall be done from point to point in accordance with FAA requirements and in the presence of a FAA Representative. Maintenance and protection of underground utilities and infrastructure shall be the responsibility of the Contractor. If the Contractor damages any existing utilities during construction, he/she shall immediately repair the damaged item to the RPR's satisfaction, at the sole expense of the Contractor.

#### 12. Penalties

The following penalties will be administered by the Airport, FAA and TSA as allowed per the requirements of the Construction Safety and Phasing Plan and HGR, FAA and TSA Rules and Regulations. If a fine is levied upon the Airport for a Contractor's violation, the fine amount will be paid by the Airport and deducted from the Contractor's monthly payment.

If a discrepancy or violation occurs, the Owner will allow construction work to resume only when the discrepancy is corrected to the Owner's satisfaction. The Owner may permanently prohibit any Consultant or Contractor Employee acting in violation with airport rules and regulations from entering or working on airport property.

#### 12.1 Vehicle Operations

Stiff penalties exist to punish those who violate airport driving regulations. Prosecution can be a fine, imprisonment, lease violation, or impoundment of vehicle.

#### 12.2 Security Violations

Individuals who violate Airport Security rules may be subject to prosecution. Penalties may be a fine, imprisonment, lease violation or impoundment of vehicle. The TSA can levy fines of up to \$11,000 per security incident. In addition to these penalties, the Airport reserves the right to remove or eject from the airport premises and suspend the contract of any person who violates any Airport Security rules or regulations. These violations include entering the AOA outside of the designated work area and the unescorted operation of a vehicle on any active AOA surface.

#### 12.3 FOD

The airport has a zero-tolerance approach to FOD, and the Contractor may be subject to fines from the Airport, FAA, or other agencies for failure to properly manage FOD during construction activities.

#### 13. Special Conditions

The Contractor may be required to halt construction activities during periods of low visibility conditions, snow removal, emergency situations, or VIP movements. In all cases the Contractor shall follow instructions from HGR Operations. See Section 5 of this document for airport safety and security measures and radio communications procedures. See Section 9 of this document for emergency notification procedures.

### 14. Runway and Taxiway Visual Aids

#### 14.1 Genera

All lighting and signs that are located within an Object Free Area will be frangible.

#### 14.2 Markings

Markings must be in compliance with the standards of AC 150/5340-1M, *Standards for Airport Markings*. Lighted Runway closure "X" markers will be installed on closed runways for the durations shown on the phasing plans, when runway closures are required. Runway closure "X" markers will comply with AC 150/5345-55A, Specifications for L-893, Lighted Visual Aid to indicate temporary runway closure. Permanent closure of Taxiways includes the demolition of Taxiway centerline lead on and lead off markings. Closed Taxiway Markers will be placed on all closed taxiways for the duration of the closures, in addition to low-profile barricades.

The existing taxiway markings will be removed during milling operations and then permanently remarked. Permanent taxiway pavement markings will be constructed 30 days after completion of the pavement. It is to be noted that the airport has submitted the updated Signage and Marking Plan to FAA for Part 139 review and is currently awaiting comments. Comments will be addressed in an addendum.

#### 14.3 Lighting and Visual NAVAIDs

Lighting shall conform to the requirements in AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*; AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights*; and AC 150/5345-53, *Airport Lighting Certification Program*. Realignment of Taxiway F will require a new system of elevated taxiway edge lights at each location. When the taxiways are closed for construction, the existing edge lights will be de-energized.

#### 14.4 Signs

Signs shall conform to the requirements of AC 150/5345-44, Specification for Runway and Taxiway Signs; AC 50/5340-18, Standards for Airport Sign Systems; and AC 150/5345-53, Airport Lighting Certification Program. The existing guidance signs at Taxiway F will be removed and new and/or relocated signs will be installed to match the re-aligned taxiways. When the taxiway is closed for construction, the existing guidance signs will be covered until they are removed.

# 15. Markings and Signs for Access Routes

The pavement markings and signs for construction personnel conform to AC 150/5340-18F, and to the extent practicable, with Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD). Signs placed adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23. Access routes for Contractor are shown in the CSPP drawings.

# 16. Hazard Marking and Lighting

Low-profile barricades with flashing red lights will be used for all pavement closures. Cones may be utilized to establish limits of construction haul routes. Barricades will be placed end to end with no space in between except to allow ARFF access or as directed by the RPR. A Contractor's representative will be on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades.

Hazard marking and lighting of excavation areas are to be in accordance with the Occupational Safety and Health Organization (OSHA) requirements. Open trenches, excavations, open manholes, small areas under repair, stockpiled material, and waste areas shall be prominently marked with barricades and orange flags and illuminated by flashing red light units during hours of restricted visibility and darkness, as directed by the RPR.

For work that is scheduled to be conducted at night, the contractor will provide lighting units to complete this work. The contractor will coordinate with the RPR for the location and aiming. Lights will not be aimed towards the ATCT or toward active taxiways/runways.

### 17. Work Zone Lighting for Nighttime Construction.

All Construction lighting shall be directed away from the approach of any active runway and/or any aircraft operators and the Air Traffic Control Tower. The Contractor shall provide a proposed lighting plan for approval by the RPR. During construction, the Contractor shall relocate, re-position or shield any construction lighting that interferes with the operation of the airport as directed by the RPR.

#### 18. Protection of Areas, Zones, and Surfaces

All Safety Areas, Object Free Areas, and Obstacle Free Zones will be protected from construction activity. Open trenches and excavations are not permitted within the RSA or TSA while the Runway or Taxiway is open. All trenches and excavations within an RSA or TSA must be backfilled prior to opening a runway or taxiway for aircraft use. Any pavement construction related drop-offs shall be covered by at least one lift of asphalt prior to opening adjacent pavements to aircraft use. Pavement shall be brought up to RSA/TSA grading standards as defined by FAA AC 150/5300-13B. No non-frangible obstructions or drop-offs greater than three inches in height will be permitted within active runway or taxiway object free areas. If a runway or taxiway must be opened before excavations are backfilled, they must be covered appropriately, as approved by the RPR.

For work on and adjacent to active taxiways, runways, and aprons, the following conditions apply:

- Runway Safety Area (RSA): An area within 200 feet of the Runway 9-27 centerline, and an area within 75 feet of the Runway 2-20 centerline.
- Runway Object Free Area (ROFA): An area within 400 feet of the Runway 9-27 centerline, and an area within 250 feet of the Runway 2-20 centerline. Any equipment that is not in use (no operator available to move equipment for more than 15 minutes) must be completely removed from the ROFA.
- Taxiway Safety Area (TSA): an area within 59 feet of ADG III taxiway centerlines, unless otherwise noted on the plans.
- Taxiway Object Free Area (TOFA): an area within 85.5 feet of ADG III taxiway centerlines, unless otherwise noted on the plans.
- Obstacle Free Zone (OFZ): Personnel, Construction equipment and stockpiles shall not penetrate the OFZ when the runway is open.

All construction activity within the RSA will require an applicable NOTAM and the closure of that runway. All construction activity within a TSA or TOFA will require an applicable NOTAM and the closure of that taxiway, or a designated portion thereof, or a restriction to the aircraft which will be permitted to use that taxiway during construction. The Contractor shall request through the RPR a NOTAM for the closure or restriction of the required portion of the taxiway or runway. The request shall include the times requested and the Contractor's proposed detailed schedule of this operation within the area utilizing only the requested closure times. NOTAMs require a 7 day notice and are subject to Airport approval.

If RSA or TSA dimension is adjusted, the airport operator will coordinate the change with the ATCT and the appropriate FAA Airports Regional or District Office and issue a local NOTAM.

#### 19. Other Limits of Construction

Certain work areas and sub-areas may be made available to the Contractor with advanced notice and coordination with the RPR and HGR Operations. The specific sequence of work within each phase will be determined by the Contractor. Additional limitations include but are not limited to:

- Runways 9-27 and 2-20 shall not be closed at any time without advance approval from HGR Operations.
- The Contractor will be required to halt construction activities when required by emergency crews at the airport.
- The Contractor may be required to halt construction activities in the event of VIP movements on the airport.
- The Contractor shall not use tall equipment (cranes, concrete pumps, etc.) that exceeds the allowable elevations shown on the drawings, unless a 7460-1 determination letter is issued for such equipment.
- Blasting and the use of electrical blasting caps is prohibited on this project.
- The use of flare pots is prohibited within the AOA.
- Open flame, welding, or torch-cutting operations are prohibited.
- No debris burning will be allowed unless authorized by the RPR.

### 20. Safety Plan Compliance Document (SPCD) - Contractor's Responsibility

Contractor shall be responsible for meeting all of the requirements contained in this CSPP including the requirements shown in the Safety and Phasing drawings. In addition, the Contractor will be required to submit a Safety Plan Compliance Document (SPCD) to the RPR and Airport for review in time for an approval prior to Notice to Proceed. The requirements for the SPCD are stated in AC 150/5370-2G. A sample SPCD is included in Appendix C.

No work may commence until the schedule and SPCD is approved. The SPCD shall include but not be limited to:

- A plan for controlling construction equipment, personnel and vehicular movements in the AOA.
   The plan must include material haul routes. The plan shall detail the general requirements contained in the CSPP.
- The SPCD shall complete any details and discuss any deviations or topics that could not be
  addressed during the preparation of the CSPP. Should the SPCD include substantive changes
  to the CSPP requested by the Contractor, the SPCD must be submitted 45 days prior to the start
  of work in order for the Airport to obtain approval of such changes from the FAA.
- The SPCD shall include a general statement by the construction Contractor that he/she has read and will abide by the 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.

Appendix A. Safety and Phasing Plan Checklist

#### APPENDIX A. SAFETY AND PHASING PLANCHECKLIST

AC 150/5370-2G (12/13/2017)

This appendix is keyed to <u>Chapter 2</u>. 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	
Ge	neral Considerati	ions		•	
Requirements for predesign, pre-bid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>	X			Pages 4 & 5 Sections 1.1, 1.2, 1.3, and 1.4
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>	X			Page 4 Section 1.3
Scheduling of the construction phases is properly addressed.	2.5.3	X			Pages 5-7 Section 2
Any formal agreements are established.	2.6			x	No Formal Agreements
Areas and Operation	ons Affected by C	onstruction Ac	ctivity		
Drawings showing affected areas are included.	<u>2.7.1</u>	X			Plan Sheets G202, G300- G302
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	2.7.1.1	X			Plan Sheets G300-G302
Access routes used by ARFF vehicles affected by the project are addressed.	2.7.1.2	X			To be addressed at Weekly Construction Progress Meeting
Access routes used by airport and airline support vehicles affected by the project are addressed.	2.7.1.3	x			To be addressed at Weekly Construction Progress Meeting
Underground utilities, including water supplies for firefighting and drainage.	2.7.1.4	X			Utilities Shown on Plan Sheets G300-G302, affected utilities mentioned in notes

**Safety and Phasing Plan Checklist** 

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	-
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1</u>	X			Plan Sheets G301- G302 Work Area Heigh Limit Table
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1.5</u>	x			General Project Layout G202
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>	x			Closed Taxiways are depicted and noted on Sheets G301 & G302
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>	x			To be addressed at Weekly Construction Progress Meeting
Maintenance of essential utilities and underground infrastructure is addressed.	2.7.2.3	x			Page 14 Section 11
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>			x	No Changes to air traffic control procedures are expected
	NAVAIDs			•	
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>	X			Glideslope Critical Area and Localizer Critical Area shown on Sheet G202
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	2.8			x	Construction activity will not impact NAVAIDS
Protection of NAVAID facilities is addressed.	2.8			X	Construction activity will not impact NAVAIDS
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	2.8			x	Construction activity will not impact NAVAIDS
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	2.8, 2.13.1, 2.13.5.3.1, 2.18.1			x	Construction activity will not impact NAVAIDS
	Contractor Acces	s			•
The CSPP addresses areas to which contractor will have access and how The area will be accessed.	2.9	X			Page 9 Section 5

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	2.9	X			Page 11 Section 5.4
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>	X			Page 9 Section 5.1
The requirement for stockpiles in the ROFA to be approved by FAA is included.	2.9.1	X			Page 9 Section 5.1
Requirements for proper stockpiling of materials are included.	2.9.1	X			Page 9 Section 5.1
Construction site parking is addressed.	2.9.2.1	x			Page 10 Section 5.2.3
Construction equipment parking is addressed.	2.9.2.2	x			Page 10 Section 5.2.7
Access and haul roads are addressed.	2.9.2.3	X			Pages 9 and 10 Section 5.2
A requirement for marking and lighting of vehicles to comply with <u>AC</u> 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport, is included.	2.9.2.4	x			Page 10 Section 5.2.6
Proper vehicle operations, including requirements for escorts, are described.	2.9.2.5, 2.9.2.6	x			Plan Sheet G.200- Contractor Safety requirements Note D
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>	X			Plan Sheet G.200- Contractor Safety requirements Note J
Two-way radio communications procedures are described.	2.9.2.9	X			Page 10 Section 5.3.1
Maintenance of the secured area of the airport is addressed.	2.9.2.10	x			Page 11 Section 5.4
W	ildlife Manageme	ent	1		
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>	X			Page 11 Section 6

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign	<b>Object Debris Ma</b>	nagement	'		1
The airport operator's FOD management procedures are addressed.	<u>2.11</u>	X			Page 12 Section 6
Hazard	ous Materials Ma	nagement			1
The airport operator's hazardous materials management procedures are addressed.	2.12	X			Page 12 Section 8
Notificati	on of Construction	n 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.	2.13	x			Page 13 Section 9.3
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>	X			Page 13 Section 9.1
A list of local ATO/Technical Operations personnel is included.	2.13.1			x	OPS to coordinate with ATCT
A list of ATCT managers on duty is included.	<u>2.13.1</u>			x	Contractor to coordinate with RPR
A list of authorized representatives to the OCC is included.	2.13.2			x	Contractor to coordinate with RPR
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	2.8, 2.13.2, 2.18.3.3.9	X			Page 13 Section 9.2
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	2.13.2			x	No hazardous conditions will occur in airport movement areas
Emergency notification procedures for medical, firefighting, and police responses are addressed.	2.13.3	X			Page 13 Section 9.1 and Section 9.3

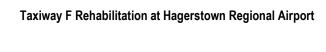
Coordination	Reference	Addressed?			Remarks	
		Yes	No	NA	_	
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>	X			Page 13 Section 9.4	
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	2.13.5	×			Page 13 Section 9.5	
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	2.13.5.3.2			x	No NAVAID impacts are expected	
Ins	pection Requirem	ents			•	
Daily and interim inspections by both the airport operator and contractor are specified.	2.14.1, 2.14.2	X			Page 13 Section 10.1-10.3	
Final inspections at certificated airports are specified when required.	2.14.3	X			Page 13 Section 10.4	
Uı	nderground Utilit	ties				
Procedures for protecting existing underground facilities in excavation areas are described.	2.15	X			Page 14 Section	
	Penalties	ı			1	
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	2.16	X			Page 14 Section 12	
	Special Condition	ıs				
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>	X			Page 14 Section 13	
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and VisualNAVAIDs						
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>	x			Page 15 Section 14.1-14.4	
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4	X			Page 15 Section 14.1	

Coordination	Reference	Addressed?			Remarks	
		Yes	No	NA		
The requirement for markings to be in compliance with <u>AC 150/5340-1M</u> , <i>Standards for Airport Markings</i> , is specified.	<u>2.18.2</u>	x			Page 15 Section 14.2	
Detailed specifications for materials and methods for temporary markings are provided.	2.18.2	X			Page 15 Section 14.2	
The requirement for lighting to conform to AC 150/5340-30, Design and Installation Details for Airport Visual Aids; AC 150/5345-50, Specification for Portable Runway and Taxiway Lights; and AC 150/5345-53, Airport Lighting Certification Program, is specified.	<u>2.18.3</u>	X			Page 15 Section 14.3	
The use of a lighted X is specified where appropriate.	2.18.2.1.2, 2.18.3.2	X			Page 15 Section 14.2	
The requirement for signs to conform to AC 150/5345-44, Specification for Runway and Taxiway Signs; AC 50/5340-18, Standards for Airport Sign Systems; and AC 150/5345-53, Airport Lighting Certification Program, is specified.	2.18.4	X			Page 15 Section 14.4	
Marking	and Signs for Acc	cess Routes	•			
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>	X			Page 15 Section 15	
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.	2.20.1	X			Page 15 Section 16	

Coordination	Reference	Addre	essed?		Remarks	
		Yes	No	NA		
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	2.20.1	x			Page 15 Section 16	
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>	X			Page 15 Section 16	
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.	2.20.2.1	x			Page 15 Section 16	
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	2.20.2.1	x			Page 15 Section 16	
Red lights meeting the luminance requirements of the State Highway Department are specified.	2.20.2.2	x			Page 15 Section 16	
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.	2.20.2.3	x			Page 15 Section 16	
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	2.20.2.3	X			Page 15 Section 16	
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>	X			Page 15 Section 16	
Markings for temporary closures are specified.	2.20.2.5	x			Page 15 Section 14.2	
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>	X			Page 15 Section 16	

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	_
Work Zone Lig	hting for Nighttii	me Constructi	on		
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>	X			Page 16 Section 17 Contractor to provide lighting plan for RPR approval.
Protection of R	unway and Taxiv	vay Safety Are	eas		
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	2.22.1.1, 2.22.3.1	X			Page 16 Section 18
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.	2.22.1.2, 2.22.3.2	x			Page 16 Section 18
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	2.22.3.3			x	Blasting is not permitted.
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>	ĸ			Page 16 Section 18
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>	x			Page 16 Section 18
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>	x			Page 16 Section 18
Grading and soil erosion control to maintain RSA/TSA standards are addressed.	<u>2.22.3.5</u>	x			Page 16 Section

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	2.22.2	X			Page 16 Section 18
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	2.22.3	x			Page 16 Section 18
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>	X			Page 16 Section 18
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.	2.22.4.3.6	X			Page 16 Section 18
Provisions for protection of runway approach/departure areas and clearways are included.	2.22.6	x			Page 16 Section 18
Other Li	imitations on Con	struction			
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.	2.23.1.2	X			Page 17 Section 18
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft. (300m) of the airport property.	2.23.1.3			X	Blasting is not permitted.



March 29, 2023

THIS PAGE HAS BEEN INTENTIONALY LEFT BLANK

#### Appendix B. Construction Safety and Phasing Drawings \*

- 1. G200\_General Construction & Safety Notes 1
- 2. G201\_General Construction & Safety Notes 2
- 3. G202\_General Project Layout
- 4. G300 Overall Construction and Phasing Plan
- 5. G301\_Construction Safety and Phasing Plan Phase 1
- 6. G302 Construction Safety and Phasing Plan Phase 2
- 7. G500 Construction Safety Phasing Notes and Details 1
- 8. G501 Construction Safety Phasing Notes and Details 2

<sup>\*</sup> Construction Safety and Phasing Drawings provided in this CSPP are for CSPP submittal to FAA only. In the event of any discrepancy between these drawings and the bid set of plans, the bid set of plans shall govern.

# GENERAL CONSTRUCTION NOTES:

- THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS AND ANY RULES, REGULATIONS, STANDARDS OR SPECIFICATIONS REFERENCED THEREIN. THE PROJECT IS SUBJECT TO INSPECTION BY REPRESENTATIVES OF WASHINGTON COUNTY (THE AIRPORT SPONSOR), THEIR AUTHORIZED REPRESENTATIVES, THE FEDERAL AVIATION ADMINISTRATION (FAA), AND OTHER GOVERNING AGENCIES.
- 2. THE PROJECT IS TO BE COMPLETED IN CLOSE CONFORMANCE WITH THE CONSTRUCTION PLANS AND CONTRACT SPECIFICATIONS AND SHALL BE CONSTRUCTED IN A TIMELY MANNER IN ACCORDANCE WITH THE CONTRACTOR'S APPROVED PROJECT SCHEDULE. THE SCHEDULE SHALL PROVIDE FOR COMPLETION OF THE PHASES AS SHOWN ON THE PLANS AND DESCRIBED IN THE CONTRACT SPECIFICATIONS.
- 3. THE CONTRACTOR IS EXPECTED TO COMPLETE THE ENTIRE PROJECT ON TIME. THE IMPORTANCE OF THIS IS STRESSED BY THE INCLUSION OF LIQUIDATED DAMAGES IN THE SPECIFICATIONS.
- 4. HAGERSTOWN REGIONAL AIRPORT WILL BE IN OPERATION DURING THE CONSTRUCTION OF THIS PROJECT. COORDINATION OF WORK WITH THE AIRPORT AND AIRLINES (THROUGH THE AIRPORT DIRECTOR) IS MANDATORY SO AS TO MINIMIZE IMPACTS ON AIRPORT OPERATIONS.
- 5. CONSTRUCTION AND MAINTENANCE OPERATIONS BY OTHERS WILL OCCUR CONCURRENTLY AND AT TIMES IN THE VICINITY OF CONSTRUCTION ASSOCIATED WITH THIS PROJECT. THE CONTRACTOR SHALL COORDINATE HIS OPERATIONS AND COOPERATE WITH MAINTENANCE CREWS AND OTHER CONTRACTORS WORKING ON THE AIRPORT COORDINATION WITH APPROPRIATE GOVERNMENT AND UTILITY AGENCIES IS ALSO REQUIRED.
- 6. ACCESS TO THE SITE THE CONTRACTOR'S ACCESS POINTS TO THE SITE ARE SHOWN ON THE GENERAL PROJECT LAYOUT PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VEHICLES AND PERSONNEL WHO ENTER THE AIRPORT PROPERTY. THE CONTRACTOR SHALL CONSULT WITH THE MAINTENANCE DEPARTMENT AT THE BEGINNING AND ENDING OF EACH WORK PERIOD.
- HAUL ROUTES THE CONTRACTOR'S ON-AIRPORT HAUL ROUTES ARE SHOWN ON THE GENERAL PROJECT LAYOUT. ANY DEBRIS (WHETHER CAUSED BY THE CONTRACTOR OR NOT) SHALL BE REMOVED IMMEDIATELY.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE HAUL ROUTES (STATE HIGHWAYS, COUNTY ROADS, OR CITY STREETS) WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE AFFECTED ROUTE. ON-SITE PAVEMENTS USED AS HAUL ROUTES SHALL BE MAINTAINED BY THE CONTRACTOR AND SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE TO THEIR PRE-CONSTRUCTION CONDITION UPON COMPLETION OF BEING USED AS A HAUL ROUTE. THE BEFORE AND AFTER CONDITION OF ON-SITE HAUL ROUTES SHALL BE JOINTLY INSPECTED AND DETERMINED BY THE CONTRACTOR AND THE RESIDENT PROJECT REPRESENTATIVE(RPR).

FENCING, DRAINAGE, GRADING AND OTHER MISCELLANEOUS CONSTRUCTION REQUIRED TO CONSTRUCT TEMPORARY HAUL ROUTES OR ACCESS POINTS ON THE AIRPORT WILL BE THE CONTRACTOR'S TOTAL RESPONSIBILITY AND SHALL BE APPROVED BY THE RPR PRIOR TO COMMENCING THE WORK. THIS WORK IS CONSIDERED INCIDENTAL TO WORK AND NO SEPARATE PAYMENT WILL BE MADE. ALL ON-SITE ACCESS TO AIRPORT FACILITIES SHALL REMAIN OPEN AND MAINTAINED AT ALL

- CONTRACTOR'S STAGING AREAS AREAS ARE AVAILABLE FOR CONTRACTOR'S MOBILIZATION AND STORAGE. THESE AREAS ARE SHOWN ON THE GENERAL PROJECT LAYOUT AND PHASING PLANS. THE CONTRACTOR'S STAGING AREAS SHALL BE GRADED, TOPSOILED, SEEDED, AND MULCHED UPON COMPLETION OF USE.
- DISPOSAL AREA ALL MATERIALS THAT ARE SALVAGEABLE. INCLUDING PAVEMENT MILLINGS AND EXCAVATION AND ARE DESIRED BY AIRPORT MAINTENANCE SHALL BE TURNED OVER TO THE AIRPORT. A DISPOSAL AREA FOR NONSALVAGEABLE MATERIAL WILL NOT BE AVAILABLE ON AIRPORT PROPERTY. THE CONTRACTOR'S WASTE MATERIALS, SHALL BE DISPOSED OF OFF AIRPORT PROPERTY. WASTE MATERIALS INCLUDE THOSE ITEMS WHICH ARE A DIRECT RESULT OF CONSTRUCTION. TRASH, (I.E. CUPS, CANS, ETC.) SHALL BE DISPOSED OF THROUGH PROPER SANITARY METHODS.

- 10. SAFETY THE CONTRACTOR SHALL CONDUCT HIS ACTIVITIES IN A SAFE MANNER AS SPECIFIED IN THE SECTION TITLED, "CONTRACTORS SAFETY REQUIREMENTS DURING CONSTRUCTION" ON THIS SHEET.
- 11. PROTECTION OF AND REPAIR TO EXISTING CABLES LOCATIONS OF KNOWN EXISTING AIRPORT UNDERGROUND CABLES ARE SHOWN ON THE PLANS AND MUST BE VERIFIED BY THE CONTRACTOR. REPAIR OF DAMAGED CABLES MUST BE STARTED IMMEDIATELY AND CONTINUED UNTIL COMPLETED. ALL SUCH REPAIRS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE AT THE CONTRACTOR'S EXPENSE. IF FAA CABLES ARE DAMAGED, REPAIRS SHALL BE DONE IN ACCORDANCE WITH FAA REQUIREMENTS AND IN THE PRESENCE OF AN FAA REPRESENTATIVE. THE FAA MAY ELECT TO HAVE THE REPAIR PERFORMED BY OTHERS IN WHICH CASE THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING THE INCURRED COSTS OF REPAIRS.
- 12. ALL CONSTRUCTION EQUIPMENT IS LIMITED TO A MAXIMUM HEIGHT OF 25 FEET. IF ANY EQUIPMENT IS GOING TO BE HIGHER THAN 25', CONTRACTOR MUST COORDINATE WITH
- 13. CONSTRUCTION LIMITS ALL CONTRACTOR VEHICLES AND TRAFFIC (UNLESS OTHERWISE AUTHORIZED) SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION LIMITS OR HAUL ROUTES. CONSTRUCTION, STORAGE AND STOCKPILING LIMITS ARE FURTHER DEFINED IN THE SECTION TITLED, "CONTRACTORS SAFETY REQUIREMENTS DURING CONSTRUCTION" ON THIS SHEET.
- 14. THE CONTRACTOR SHALL OBTAIN ALL THE PERMITS AND LICENSES REQUIRED FOR THE PROJECT WORK AT HIS OWN
- 15. BASE MAPPING FOR THIS PROJECT IS BASED ON HISTORICAL MAPPING PROVIDED BY THE AIRPORT.
- 16. EXISTING AND PROPOSED GRADES EXISTING GRADES SHOWN ON THE DRAWINGS ARE BELIEVED TO BE ACCURATE, BUT THE SPONSOR, OR RPR ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THESE GRADES. IF THE CONTRACTOR DOES NOT CONCUR WITH THE ELEVATIONS GIVEN ON THE DRAWINGS, HE SHALL NOTIFY THE RPR IN WRITING PRIOR TO INITIATING ANY CONSTRUCTION ACTIVITIES. START OF WORK BY THE CONTRACTOR WITHOUT SUCH NOTIFICATION WILL BE INTERPRETED AS AN AGREEMENT BY THE CONTRACTOR WITH THE ACCURACY OF THE GRADES SHOWN ON THE PLANS.
- 17. PERMITS THE CONTRACTOR MUST OBTAIN APPROPRIATE PERMITS FROM THE PROPER GOVERNMENT AGENCIES FOR ACCESS TO, AND TO USE THEIR ROADS FOR DELIVERY OF MATERIALS AND EQUIPMENT TO THE SITE. ANY DAMAGE TO OFF-SITE OR ON-SITE ROADS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE. IF BLASTING IS REQUIRED TO FACILITATE EXCAVATION PROPER PERMITS MUST BE OBTAINED

# CONTRACTORS SAFETY REQUIREMENTS DURING CONSTRUCTION:

A FEDERAL AVIATION ADMINISTRATION (FAA) ADVISORY CIRCULARS (AC), ORDERS AND FEDERAL AVIATION REGULATIONS (FAR).

> THE FOLLOWING PUBLICATIONS CONTAIN DEFINITIONS/DESCRIPTIONS OF CRITICAL AIRPORT OPERATING AREAS. THE AREAS DEFINED BELOW PERTAIN TO AIRFIELD SAFETY REQUIREMENTS AND ARE REFERENCED THROUGHOUT THE CONTRACT DOCUMENTS. COPIES OF THESE PUBLICATIONS ARE AVAILABLE THROUGH THE FAA AND CAN BE REVIEWED AT THE OFFICES OF THE HAGERSTOWN REGIONAL AIRPORT

- AC 150/5370-2G, "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION", CURRENT EDITION, SETS FORTH **GUIDELINES TO ASSIST AIRPORT OPERATORS IN** COMPLYING WITH F A R PART 139, "CERTIFICATION AND OPERATION: LAND AIRPORTS SERVING CERTAIN AIR CARRIERS" AND WITH THE REQUIREMENTS OF FEDERALLY FUNDED CONSTRUCTION PROJECTS.
- 2. F A R PART 77 "OBJECTS AFFECTING NAVIGABLE AIRSPACE. CURRENT EDITION:
  - (A) ESTABLISHES STANDARDS FOR DETERMINING OBSTRUCTIONS TO NAVIGABLE AIRSPACE. CIVIL AIRPORT IMAGINARY SURFACES ARE DEFINED IN THE PUBLICATION AND ARE SHOWN ON THE SAFETY/PHASING NOTES AND DETAILS.
  - (B) SETS FORTH REQUIREMENTS FOR NOTICE OF CERTAIN PROPOSED CONSTRUCTION OR ALTERATION. NOTICE OF CONSTRUCTION PROVIDES A BASIS FOR RECOMMENDATIONS FOR IDENTIFYING THE CONSTRUCTION OR ALTERATION IN ACCORDANCE WITH AC 70/7460-1L "OBSTRUCTION MARKING AND LIGHTING," CURRENT EDITION.
- 3. AC 150/5300-13B. "AIRPORT DESIGN", CURRENT EDITION, ESTABLISHES DESIGN, OPERATIONAL, AND MAINTENANCE STANDARDS FOR AIRPORTS. STANDARD TERMS DEFINED IN THIS AC AND USED IN THE CONTRACT PLANS AND SPECIFICATIONS ARE DEFINED BELOW:
  - (A) OBSTACLE FREE ZONE (OFZ) A VOLUME OF SPACE WHICH IS FREE OF ALL FIXED OBJECTS AND CLEAR OF VEHICLES IN THE PROXIMITY OF AN AIRPLANE CONDUCTING AN APPROACH, MISSED APPROACH, LANDING, TAKEOFF, OR DEPARTURE. AN OFZ TYPICAL SECTION IS SHOWN ON THE SAFETY/PHASING NOTES AND DETAILS SHEET.
  - (B) RUNWAY PROTECTION ZONE (RPZ): A TRAPEZOIDAL AREA CENTERED ON THE RUNWAY BEGINNING AT A POINT 200 FEET BEYOND THE END OF THE AREA USABLE FOR TAKEOFF OR LANDING. THE RPZ IS SHOWN ON THE GENERAL PROJECT LAYOUT PLAN.
  - (C) OBJECT FREE AREA (OFA): A TWO DIMENSIONAL GROUND AREA SURROUNDING RUNWAYS, TAXIWAYS, AND TAXILANES WHICH IS CLEAR OF OBJECTS EXCEPT FOR OBJECTS WHOSE LOCATION IS FIXED BY FUNCTION.
  - (D) SAFETY AREA THE SURFACE ADJACENT TO RUNWAYS, TAXIWAYS. AND TAXILANES OVER WHICH AIRCRAFT SHOULD, IN DRY WEATHER, BE ABLE TO CROSS AT NORMAL SPEEDS WITHOUT INCURRING SIGNIFICANT DAMAGE. A SAFETY AREA IS GRADED, DRAINED AND COMPACTED. IT IS FREE OF ANY HOLES. TRENCHES. BUMPS OR OTHER SIGNIFICANT SURFACE VARIATIONS OR OBJECTS OTHER THAN THOSE WHICH MUST BE THERE BECAUSE OF THEIR ESSENTIAL AERONAUTICAL FUNCTION. THE SAFETY AREA REQUIRES THE CAPABILITY OF SUPPORTING MAINTENANCE VEHICLES AND AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLES UNDER NORMAL (DRY) CONDITIONS.

# B GENERAL SAFETY REQUIREMENTS

- THE CONTRACTOR SHALL ACQUAINT HIS SUPERVISORS AND EMPLOYEES WITH THE AIRPORT ACTIVITY AND OPERATIONS THAT ARE INHERENT TO HAGERSTOWN REGIONAL AIRPORT AND SHALL CONDUCT HIS CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMENTS AND GUIDELINES FOR SAFETY SPECIFIED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL SAFETY DEVICES AS REQUIRED FOR THE PROTECTION OF HIS PERSONNEL.
- PROTECTION OF ALL PERSONS SHALL BE PROVIDED THROUGHOUT THE PROGRESS OF THE WORK. THE WORK SHALL PROCEED IN SUCH A MANNER AS TO PROVIDE SAFE CONDITIONS FOR ALL WORKERS AND GOVERNMENT PERSONNEL. THE SEQUENCE OF OPERATION SHALL BE SUCH THAT MAXIMUM PROTECTION IS AFFORDED TO INSURE THAT PERSONNEL AND WORKERS IN THE WORK AREA ARE NOT SUBJECT TO ANY DANGEROUS CONDITIONS. THE CONTRACTOR MUST PROVIDE SAFETY MEASURES TO **GUARD AGAINST INJURY.**

DURING PERFORMANCE OF THIS CONTRACT, THE AIRPORT RUNWAYS, TAXIWAYS, AND AIRCRAFT PARKING APRONS SHALL REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE. ALL AIRCRAFT TRAFFIC ON THESE AREAS SHALL HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC. THE OWNER RESERVES THE RIGHT TO ORDER THE CONTRACTOR AT ANY TIME TO VACATE ANY AREA NECESSARY TO MAINTAIN SAFE AIRCRAFT OPERATIONS. USE OF AREAS NEAR THE CONTRACTOR'S WORK WILL BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION. THE CONTRACTOR SHALL NOT ALLOW EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR ANY OTHER UNAUTHORIZED PERSON TO ENTER OR REMAIN IN ANY AIRPORT AREA WHICH WOULD BE HAZARDOUS TO PERSONS OR TO AIRCRAFT OPERATIONS.

## C CONSTRUCTION AND FACILITIES MAINTENANCE

OR LIP IS 1-1/2 INCHES.

- THE CONTRACTOR SHALL BE AWARE OF AND PREVENT THE FOLLOWING TYPES OF SAFETY PROBLEMS AND/OR **HAZARDS**:
  - (A) TRENCHES, HOLES, OR EXCAVATION ON OR ADJACENT TO ANY OPEN RUNWAY OR IN SAFETY AREAS.
  - (B) UNMARKED/UNLIGHTED HOLES OR EXCAVATION IN ANY APRON, OPEN TAXIWAY, OPEN TAXILANE, OR RELATED
  - SAFETY AREA. (C) MOUNDS OR PILES OF EARTH, CONSTRUCTION MATERIALS, TEMPORARY STRUCTURES, OR OTHER OBJECTS IN THE VICINITY OF THE OPEN RUNWAY, TAXIWAYS, TAXILANES, OR IN A RELATED SAFETY APPROACH OR DEPARTURE AREA.
  - (D) VEHICLES OR EQUIPMENT, WHETHER OPERATING OR IDLE ON ANY OPEN RUNWAY, TAXIWAY, TAXILANE, OR IN ANY RELATED SAFETY APPROACH OR DEPARTURE AREA.
  - (E) VEHICLES, EQUIPMENT, EXCAVATION, STOCKPILES, OR OTHER MATERIALS WHICH COULD DEGRADE OR OTHERWISE INTERFERE WITH ELECTRONIC SIGNALS FROM RADIOS OR ELECTRONIC NAVIGATIONAL AIDS (NAVAIDS) (F) PAVEMENT DROP-OFFS OR PAVEMENT TURF-LIPS (EITHER PERMANENT OR TEMPORARY) WHICH COULD CAUSE DAMAGE TO AIRCRAFT IF CROSSED AT NORMAL OPERATING SPEEDS. THE NORMAL MAXIMUM DROP-OFF
  - (G) UNMARKED UTILITY, NAVAID, WEATHER SERVICE, RUNWAY LIGHTING, OR OTHER POWER OR SIGNAL CABLES THAT COULD BE DAMAGED DURING CONSTRUCTION.
  - (H) OBJECTS, WHETHER OR NOT MARKED OR FLAGGED, OR ACTIVITIES ANYWHERE ON OR IN THE VICINITY OF AIRPORT WHICH COULD BE DISTRACTING, CONFUSING, OR ALARMING TO PILOTS DURING AIRCRAFT OPERATIONS.
  - (I) UNFLAGGED/UNLIGHTED LOW VISIBILITY ITEMS SUCH AS TALL CRANES, DRILLS, AND THE LIKE ANYWHERE IN THE VICINITY OF ACTIVE RUNWAYS, OR IN ANY APPROACH OR DEPARTURE AREAS.
- (J) MISLEADING OR MALFUNCTIONING OBSTRUCTION LIGHTS OR UNLIGHTED/UNMARKED OBSTRUCTIONS IN THE APPROACH TO ANY ACTIVE RUNWAY.
- (K) INADEQUATE APPROACH/DEPARTURE SURFACES (THESE SURFACES ARE NEEDED TO ASSURE ADEQUATE LANDING/TAKEOFF CLEARANCE OVER OBSTRUCTIONS, OR WORK OR STORAGE AREAS).
- (L) INADEQUATE, CONFUSING OR MISLEADING (TO USER PILOTS) MARKING/LIGHTING OF RUNWAYS, TAXIWAYS. OR TAXILANES (INCLUDING DISPLACED OR RELOCATED THRESHOLDS).
- (M) WATER, SNOW, DIRT, DEBRIS, OR OTHER TRANSIENT ACCUMULATION WHICH TEMPORARILY OBSCURES PAVEMENT MARKINGS OR PAVEMENT EDGES, OR REDUCES
- VISIBILITY OF RUNWAY/TAXIWAY MARKINGS OR LIGHTING. (N) INADEQUATE OR IMPROPER METHODS OF MARKING, BARRICADING, AND LIGHTING OF TEMPORARILY CLOSED PORTIONS OF THE AIRPORT OPERATIONS AREA.
- (O) TRASH OR OTHER MATERIALS WITH FOREIGN OBJECT DAMAGE (FOD) POTENTIAL; WHETHER ON RUNWAYS, TAXIWAYS, OR APRONS; OR IN RELATED SAFETY AREAS
- (P) INADEQUATE BARRICADING OR OTHER MARKING WHICH IS PLACED TO SEPARATE CONSTRUCTION OR MAINTENANCE AREAS FROM OPEN AIRCRAFT OPERATING AREAS.
- (Q) FAILURE TO CONTROL UNAUTHORIZED VEHICLE AND HUMAN ACCESS FROM ACTIVE AIRCRAFT OPERATING
- (R) FAILURE TO MAINTAIN RADIO COMMUNICATION BETWEEN CONSTRUCTION/MAINTENANCE VEHICLES AND AIR TRAFFIC CONTROL TOWER.
- (S) CONSTRUCTION/MAINTENANCE ACTIVITIES OR MATERIALS WHICH COULD HAMPER THE RESPONSE OF AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) OR OTHER EMERGENCY EQUIPMENT FROM RÉACHING AIRCRAFT, ALL OR ANY PART OF THE RUNWAY/TAXIWAY SYSTEM, RUNWAY APPROACH AND DEPARTURE AREAS AND TO AIRCRAFT
- PARKING LOCATIONS. (T) BIRD ATTRACTANTS ON AIRPORT SUCH AS: EDIBLES (FOOD SCRAPS, ETC.), MISCELLANEOUS TRASH, OR PONDED WATER.

- THE CONTRACTOR SHALL CONDUCT ACTIVITIES SO AS NOT TO VIOLATE ANY SAFETY STANDARDS CONTAINED HEREIN. THE CONTRACTOR SHALL INSPECT ALL CONSTRUCTION AND STORAGE AREAS AS OFTEN AS NECESSARY AND PROMPTLY TAKE ALL STEPS NECESSARY TO PREVENT/REMEDY ANY UNSAFE OR POTENTIALLY UNSAFE CONDITIONS OR ACTIVITIES DISCOVERED.
- BEFORE ACTUAL COMMENCEMENT OF CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL NOTIFY, IN WRITING, AT LEAST 48 HOURS IN ADVANCE, THE AIRPORT DIRECTOR OF HIS INTENTIONS OF CONSTRUCTION, STATING THE PROPOSED TIME, DATE, AND AREA OF WHICH COMMENCEMENT IS TO OCCUR.

UPON COMPLETION OF WORK AND RETURN OF ALL RELATED AREAS TO STANDARD CONDITIONS, THE CONTRACTOR SHALL AGAIN NOTIFY THE AIRPORT DIRECTOR, IN WRITING, AND DESCRIBE THE AREA THAT IS COMPLETE AND AVAILABLE FOR NORMAL AIRPORT OPERATIONS.

THE AIRPORT DIRECTOR WILL BE RESPONSIBLE FOR ISSUING APPROPRIATE NOTICE TO AIR MISSIONS (NOTAM) CONCERNING CONSTRUCTION ACTIVITY ON THE AIRFIELD

### D MOTORIZED VEHICLES

THIS PROJECT INCLUDES WORK WITHIN THE AIRFIELD OPERATIONS AREA (AOA) (I.E.), THE SECURE PORTION OF THE AIRPORT. ALL PERMITTED VEHICLES SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3-FOOT X 3-FOOT OR LARGER, ORANGE AND WHITE CHECKERBOARD, PLASTIC FLAG. EACH CHECKERBOARD COLOR SHALL BE ONE FOOT SQUARE. IN LIEU OF FLAGS, VEHICLES MAY DISPLAY A FLASHING AMBER (YELLOW) DOME-TYPE LIGHT. MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES. THESE LIGHTS SHALL REMAIN FLASHING AT ALL TIMES WHEN THE VEHICLE IS IN THE AOA. EVEN IF PARKED.

ANY VEHICLE OPERATING IN THE AOA DURING THE HOURS OF DARKNESS SHALL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME-TYPE LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES. DARKNESS SHALL BE DEFINED AS ONE HOUR BEFORE OFFICIAL SUNSET UNTIL ONE HOUR AFTER SUNRISE.

ALL VEHICLES OPERATING WITHIN THE AIRFIELD BOUNDARY SHALL BE IDENTIFIED WITH A SIGN ON EACH SIDE OF THE VEHICLE BEARING THE CONTRACTOR'S NAME THE MINIMUM SIZE FOR LETTERING ON THE VEHICLE SIGNS IS 12 INCHES. IN ADDITION ALL CONSTRUCTION VEHICLES OPERATING IN THE AIRFIELD MUST BE ISSUED AND DISPLAY AN AIRPORT VEHICLE ID TAG.

VEHICLES MAKING ONLY OCCASIONAL VISITS TO THE JOB SITE ARE EXEMPT FROM THE IDENTIFICATION REQUIREMENTS CONTAINED HEREIN PROVIDED THAT THEY ARE ESCORTED INTO, THROUGH, AND OUT OF THE AOA BY A PROPERLY IDENTIFIED VEHICLE.

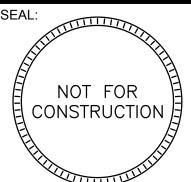
# E RADIO COMMUNICATIONS

RADIO COMMUNICATIONS MAY BE REQUIRED BETWEEN THE CONTRACTOR'S REPRESENTATIVE AND THE AIR TRAFFIC CONTROL TOWER (ATCT). RADIO CONTACT IS REQUIRED AT ALL TIMES WHILE THÉ CONTRACTOR HAS PERSONNEL AND EQUIPMENT ON THE PROJECT SITE AND WHILE THEY ARE IN AN ACTIVE AIRFIELD OPERATIONS AREA (AOA) OF THE AIRPORT. RADIOS SHALL BE FURNISHED BY THE CONTRACTOR AND SHALL BE CAPABLE OF TRANSMITTING AND RECEIVING AT A GROUND CONTROL FREQUENCY OF 120.8 MHZ. THIS FREQUENCY IS TO BE UTILIZED WHEN CROSSING ACTIVE FACILITIES. SUFFICIENT RADIOS SHALL BE ON SITE AND OPERATING AT ALL TIMES SO THAT INSTRUCTIONS OR COMMUNICATIONS MAY BE DISPATCHED TO ALL CREWS AND/OR EQUIPMENT WORKING IN AN ACTIVE AOA IMMEDIATELY AFTER RECEIPT FROM THE ATCT. HAGERSTOWN REGIONAL AIRPORT IS SERVED BY PART-TIME ATCT. DURING CERTAIN PHASES OF CONSTRUCTION, THE ATCT MAY BE CLOSED. DURING THOSE PERIODS WHEN THE ATCT IS CLOSED. THE CONTRACTOR SHALL MAINTAIN CONTACT WITH AIRCRAFT USING THE AIRPORT BY MONITORING THE CTAF FREQUENCY OF 120.3 MHZ AND UNICOM FREQUENCY OF 122.95 MHZ.

MARCH 29, 2023



FAX: 410.465.9602



PROFESSIONAL CERTIFICATION: HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME. AND THAT I AM A DULY LICENSED PROFESSIONAL **ENGINEER UNDER THE LAWS** OF THE STATE OF MARYLAND'

ICENSE NO.

**DESCRIPTIONS** DATE NO. Z.A.F. G.C.S. CHECKED: J DUUGUNIEN IA M.P.P PPROVED EXPIRATION DATE



PROJECT TITLE TAXIWAY F REHABILITATION

N/A

SHEET TITLE:

SCALE:

**GENERAL CONSTRUCTION AND SAFETY NOTES 1** 

SHEET NO.:

04 OF 97

FILE NAME: O:\HGR\Projects\2021-1305\CAD\SHEETS\0004\_G200\_2\_GENERAL CONSTRUCTION AND SAFETY NOTES.dwg LAYOUT NAME: G200 USER: ZForman PLOTTED: Thursday, January 26, 2023 - 2:16pm

Bid No.: PUR-1592

FAA AIP No.: 3-24-0019-065-2021 (DESIGN)

GRADING PERMIT NO.: GP-22-008

### F DEBRIS

DEBRIS, WASTE, AND LOOSE MATERIAL (INCLUDING DUST AND DIRT) CAPABLE OF CAUSING DAMAGE TO AIRCRAFT LANDING GEAR OR PROPELLERS, OR BEING INGESTED IN JET ENGINES, SHALL NOT BE ALLOWED ON ACTIVE AIRCRAFT MOVEMENT AREAS OR ADJACENT GRASSED AREAS. MATERIALS OBSERVED TO BE WITHIN THESE AREAS SHALL BE REMOVED IMMEDIATELY AND/OR CONTINUOUSLY BY THE CONTRACTOR. THE CONTRACTOR SHALL HAVE A SWEEPING MACHINE AND OPERATOR ON SITE AND READY AT ALL TIMES DURING CONSTRUCTION ACTIVITY WHERE TRAVEL ON OR ACROSS RUNWAYS, RAMP AREAS, TAXIWAYS, OR AIRCRAFT APRONS IS REQUIRED, THE CONTRACTOR SHALL PROVIDE ADEQUATE PERSONNEL AND EQUIPMENT TO KEEP SUCH SURFACES CLEAR OF DEBRIS. THE CONTRACTOR SHALL ALSO MAINTAIN A WATER TRUCK ON SITE FOR DUST CONTROL PURPOSES.

### G FLAGMEN

IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH FLAGMEN AS NECESSARY TO CONTROL HIS TRAFFIC (UNLESS OTHERWISE DIRECTED BY THE RPR).

ALL CONTRACTOR VEHICLES THAT ARE REQUIRED TO CROSS ACTIVE RUNWAYS, TAXIWAYS AND APRONS SHALL DO SO UNDER THE DIRECT CONTROL OF A COMPETENT FLAGMAN WHO IS IN DIRECT RADIO CONTACT WITH GROUND CONTROL. ALL AIRCRAFT TRAFFIC ON RUNWAYS. TAXIWAYS, AND APRONS SHALL HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC. AT NO TIME SHALL THE CONTRACTOR'S VEHICLES OR PERSONNEL BE ALLOWED TO ENTER OR CROSS ACTIVE RUNWAYS, TAXIWAYS, SAFETY AREAS, OBJECT FREE AREAS, OR RUNWAY PROTECTION ZONES WITHOUT PROPER AUTHORIZATION OBTAINED THROUGH GROUND CONTROL.

### MISCELLANEOUS

- OPEN FLAME, WELDING OR TORCH CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS HAVE BEEN TAKEN AND THE PROCEDURE PREVIOUSLY APPROVED BY THE RPR.
- 2. EQUIPMENT AND STOCKPILED MATERIAL SHALL BE CONSTRAINED IN A MANNER TO PREVENT MOVEMENT RESULTING FROM AIRCRAFT JET BLAST OR WIND CONDITIONS IN EXCESS OF 10 KNOTS.
- THE CONTRACTOR SHALL PROVIDE POLYETHYLENE CONSTRUCTION BARRIERS WITH FLASHING RED LIGHTS AS SHOWN ON THE DRAWINGS TO DELINEATE THE WORK AREAS WHEN CLOSED TO AIRPORT TRAFFIC. OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIAL LOCATED IN THE AOA SHALL BE PROMINENTLY MARKED WITH ORANGE FLAGS AND LIGHTED BY APPROVED LIGHT UNITS DURING HOURS OF LIMITED VISIBILITY AND DARKNESS.
- 4. ALL MATERIALS AND EQUIPMENT WHEN NOT IN USE SHALL BE PLACED IN APPROVED AREAS WHERE THEY WILL NOT CONSTITUTE A HAZARD TO AIRCRAFT OPERATIONS AND NOT PENETRATE CLEARANCE SURFACES DEFINED PREVIOUSLY AND SHOWN ON THE CONSTRUCTION SAFETY AND PHASING NOTES AND DETAILS SHEET. EQUIPMENT SHALL BE PARKED AT THE STAGING AREA WHEN NOT IN
- UPON COMPLETION OF ANY STAGE/PHASE OF WORK, THE RPR WILL ARRANGE A PHYSICAL INSPECTION OF THE AREA WITH AIRPORT OPERATIONS PERSONNEL PRIOR TO OPENING ANY PORTION OR WHOLE RUNWAY, TAXIWAY, OR RAMP AREA THAT HAS BEEN CLOSED FOR WORK OR USED FOR A CROSSING POINT OR HAUL ROUTE BY THE CONTRACTOR.
- 6. ENTRANCE TO THE AIRFIELD IS SUBJECT TO STRICT SECURITY REGULATIONS. ALL PERSONNEL ENTERING THE AIRFIELD MAY BE SUBJECT TO A BACKGROUND CHECK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ALL OF HIS EMPLOYEES WHO NEED TO HAVE ACCESS TO THE AIRFIELD, HAVE INFORMATION AVAILABLE FOR A BACKGROUND CHECK TO BE PERFORMED, DATING BACK TEN (10) YEARS VERIFYING REPRESENTATIONS MADE BY THE EMPLOYEE RELATING TO EMPLOYMENT.
- 7. THE CONTRACTOR SHALL PROVIDE THE RPR AND AIRPORT DIRECTOR A CURRENT LIST OF ALL EMPLOYEES WORKING ON THE AIRPORT. THE LIST SHALL BE MAINTAINED CURRENT BY THE CONTRACTOR AND APPLIES TO BOTH THE CONTRACTOR AND SUBCONTRACTORS.
- THE CONTRACTOR SHALL FAMILIARIZE HIS PERSONNEL WITH CLEARANCES NEEDED TO PROVIDE FOR THE SAFE OPERATION OF RUNWAYS AND TAXIWAYS AS SHOWN IN THE PLANS.
- EXCEPT FOR EMERGENCIES, ALL CONTACT WITH AIRPORT PERSONNEL SHALL BE MADE THROUGH THE RPR. FOR EMERGENCIES INVOLVING SAFETY (INJURIES, FIRES, SECURITY BREACHES, ETC.) THE CONTRACTOR SHALL MAKE DIRECT CONTACT WITH AIRPORT OPERATIONS MANAGER FOLLOWED BY NOTIFICATION TO THE RPR AS SOON AS POSSIBLE.

- 10. THE CONTRACTOR SHALL PROVIDE THE PHONE NUMBERS OF THREE PERSONNEL. INCLUDING THE PROJECT SUPERINTENDENT, WHO MAY BE CONTACTED IN AN EMERGENCY. PERSONNEL SHALL BE ON CALL 24 HOURS PER DAY FOR MAINTAINING AIRPORT HAZARD LIGHTING AND BARRICADES.
- 11. IN ACCORDANCE WITH THE SPECIFICATIONS, FEDERAL WAGE RATES SHALL BE POSTED OUTSIDE THE SITE FIELD OFFICE(S) IN A WEATHERPROOF ENCLOSURE.

#### I UTILITIES

- UNDERGROUND UTILITIES: THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE CONSIDERED TO BE ONLY APPROXIMATE LOCATIONS. ALL UTILITY LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO COMMENCING CONSTRUCTION. IN THE EVENT ANY UTILITY IS DAMAGED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING FOR INCURRED COSTS OF REPAIRS.
- THE CONTRACTOR SHALL ALSO NOTIFY "MISS UTILITY" AT 1-800-257-7777. THE COST ASSOCIATED WITH CONTACTING MISS UTILITY SHALL BE BORNE BY THE CONTRACTOR. ANY COSTS ASSOCIATED WITH DAMAGE TO UTILITIES SHALL BE BORNE BY THE CONTRACTOR.
- 3. UTILITIES NOTIFICATION: AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION OPERATIONS IN AN AREA WHICH MAY INVOLVE UNDERGROUND UTILITY FACILITIES. THE CONTRACTOR SHALL NOTIFY THE RPR AND THE OWNER OF EACH UNDERGROUND UTILITY FACILITY AFFECTED.

## SECURITY

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE HIMSELF/HERSELF WITH THE VARIOUS ASPECTS OF TRANSPORTATION SECURITY ADMINISTRATION (TSA) SECTION 1542 "AIRPORT SECURITY". ANY VIOLATION OF TSA SECTION 1542 BY THE CONTRACTOR AND ANY SUBSEQUENT FINES IMPOSED DUE TO THE VIOLATION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 2. ALL VEHICLES TO BE USED ON THE AIRPORT SHALL BE REGISTERED WITH THE AIRPORT OPERATIONS MANAGER. REGISTRATION CONSISTS OF LICENSE PLATE NUMBER AND OWNER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT VEHICLES ARE REGISTERED IN A TIMELY MANNER SO AS NOT TO DELAY THE PROJECT. VISITING VEHICLES ARE EXEMPT FROM THE REGISTRATION REQUIREMENTS SO LONG AS THEY ARE ESCORTED BY A REGISTERED VEHICLE AT ALL TIMES WHEN ON THE AOA.
- THE AIRPORT WILL NOT PROVIDE AIRFIELD OPERATIONS AREA ESCORTS. THE CONTRACTOR MUST PROVIDE HIS OWN RADIO, ACQUAINT HIMSELF AND ANY OTHER PERSONNEL THAT ARE ANTICIPATED TO USE THE RADIO WITH THE PROPER PROCEDURES IN COMMUNICATING WITH GROUND CONTROL (FREQUENCY 121.9 MHZ). THE CONTRACTOR WILL NEED TO ATTEND SECURITY/GROUND VEHICLE OPS TRAINING.
- 4. THE PROJECT SUPERVISORS SHALL HAVE WITH THEM AT ALL TIMES THE TELEPHONE NUMBERS FOR THE FOLLOWING PERSONS. IN THE EVENT OF AN EMERGENCY THESE PERSONNEL SHOULD BE CONTACTED IN DESCENDING ORDER:

MR. NEIL DORAN. AIRPORT DIRECTOR MR. TERRY STOUFFER, AIRPORT MAINTENANCE SUPERVISOR MR. GENE BOLANOWSKI, OPERATIONS MANAGER MR. BOB HOOPENGARDNER, AIRPORT FIRE CHIEF

TELEPHONE NUMBERS WILL BE PROVIDED TO THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING. ADDITIONAL CONTACTS MAY BE PROVIDED TO THE CONTRACTOR AT THAT TIME.

WHEN CONSTRUCTION ACTIVITY IS CONDUCTED IN THE AOA, KEY PROJECT SITE SUPERVISORY PERSONNEL OF THE CONTRACTOR AND ITS SUBCONTRACTORS (INCLUDING CONSTRUCTION GATE GUARD PERSONNEL) SHALL BE ISSUED AIRPORT IDENTIFICATION (ID) BADGES. ALL INDIVIDUALS WHO RECEIVE AN AIRPORT BADGE ARE REQUIRED TO ATTEND A SECURITY TRAINING CLASS PROVIDED BY THE AIRPORT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN APPLICATIONS AND MAKE ALL NECESSARY ARRANGEMENTS TO ENABLE ITS PERSONNEL TO OBTAIN ID BADGES. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ENSURING THAT IT HAS SUFFICIENT SUPERVISORY AND CONSTRUCTION GATE PERSONNEL ON THE PROJECT SITE WHENEVER WORK IS OCCURRING TO FULFILL THE RESPONSIBILITIES.

PROJECT SITE SUPERVISORY PERSONNEL ARE SUBJECT TO FEDERAL CRIMINAL RECORDS CHECKS AND MUST PROVIDE EMPLOYMENT VERIFICATION FORMS THAT COVER THE LAST TEN (10) YEARS OF EMPLOYMENT AND EDUCATION. INFORMATION ON THESE FORMS WILL BE VERIFIED BY THE AIRPORT.

APPLICATIONS AND FORMS CAN BE OBTAINED FROM THE AIRPORT BY CALLING MR. GENE BOLANOWSKI, 240-313-2769. ALL APPLICATIONS AND FORMS ARE TO BE SUBMITTED TO THE AIRPORT AT LEAST TWO (2) WEEKS PRIOR TO THE PROJECT START DATE IN ORDER TO ALLOW TIME TO PERFORM THE EMPLOYMENT AND BACKGROUND CHECKS. THERE IS A REFUNDABLE DEPOSIT OF ONE HUNDRED DOLLARS (\$100.00) FOR EACH PHOTO ID BADGE ISSUED. PAYMENT MUST ACCOMPANY THE APPLICATION. APPLICATIONS, ACCESS INVESTIGATION FORMS AND EMPLOYMENT VERIFICATION FORMS MUST BE FILLED OUT COMPLETELY BEFORE AN APPLICATION WILL BE PROCESSED. NON-REFUNDABLE CONTRACTOR BADGE FEES WILL NOT BE RETURNED TO THE CONTRACTOR IF AN APPLICATION CANNOT BE PROCESSED BECAUSE IT IS INCOMPLETE. COST FOR SECURITY SHALL BE INCLUDED IN CONTRACTORS BID PRICE FOR MOBILIZATION/DEMOBILIZATION.

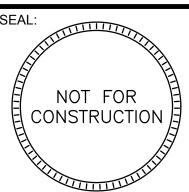
PHOTO ID BADGES MUST BE RETURNED TO THE AIRPORT ID PROCESSING OFFICE NO LATER THAN FIVE (5) DAYS AFTER COMPLETION OF THE CONTRACT TO RECEIVE A REFUND OF THE DEPOSIT AND MUST BE RETURNED BEFORE THE FINAL PAY ESTIMATE WILL BE PROCESSED. IN ADDITION TO THE LOSS OF THE BADGE SECURITY DEPOSIT, HOLDERS OF BADGES WHICH ARE LOST WILL BE ASSESSED A BADGE REPLACEMENT FEE OF FIFTY DOLLARS (\$50.00). THE AIRPORT MUST BE NOTIFIED IMMEDIATELY IF A BADGE IS LOST OR STOLEN OR IF ITS HOLDER TERMINATES EMPLOYMENT OR IS REASSIGNED.

PHOTO ID BADGES SHALL BE DISPLAYED ON THE OUTERMOST GARMENT ABOVE THE WAIST SO THEY CAN BE SEEN BY FAA, POLICE AND OTHER AIRPORT PERSONNEL

6031 UNIVERSITY BLVD. SUITE 330 ELLICOTT CITY, MD 21043

TEL: 410.465.9600

FAX: 410.465.9602



PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME. AND THAT I AM A DULY LICENSED PROFESSIONAL **ENGINEER UNDER THE LAWS** OF THE STATE OF MARYLAND" ICENSE NO.

**DESCRIPTIONS** DATE Z.A.F. G.C.S. CHECKED: J DUUGUNIEN IA **APPROVED** EXPIRATION DATE



PROJECT TITLE TAXIWAY F REHABILITATION SHEET TITLE:

N/A

FAA AIP No.: 3-24-0019-065-2021 (DESIGN) Bid No.: PUR-1592 GRADING PERMIT NO.: GP-22-008

GENERAL CONSTRUCTION AND SAFETY NOTES 2

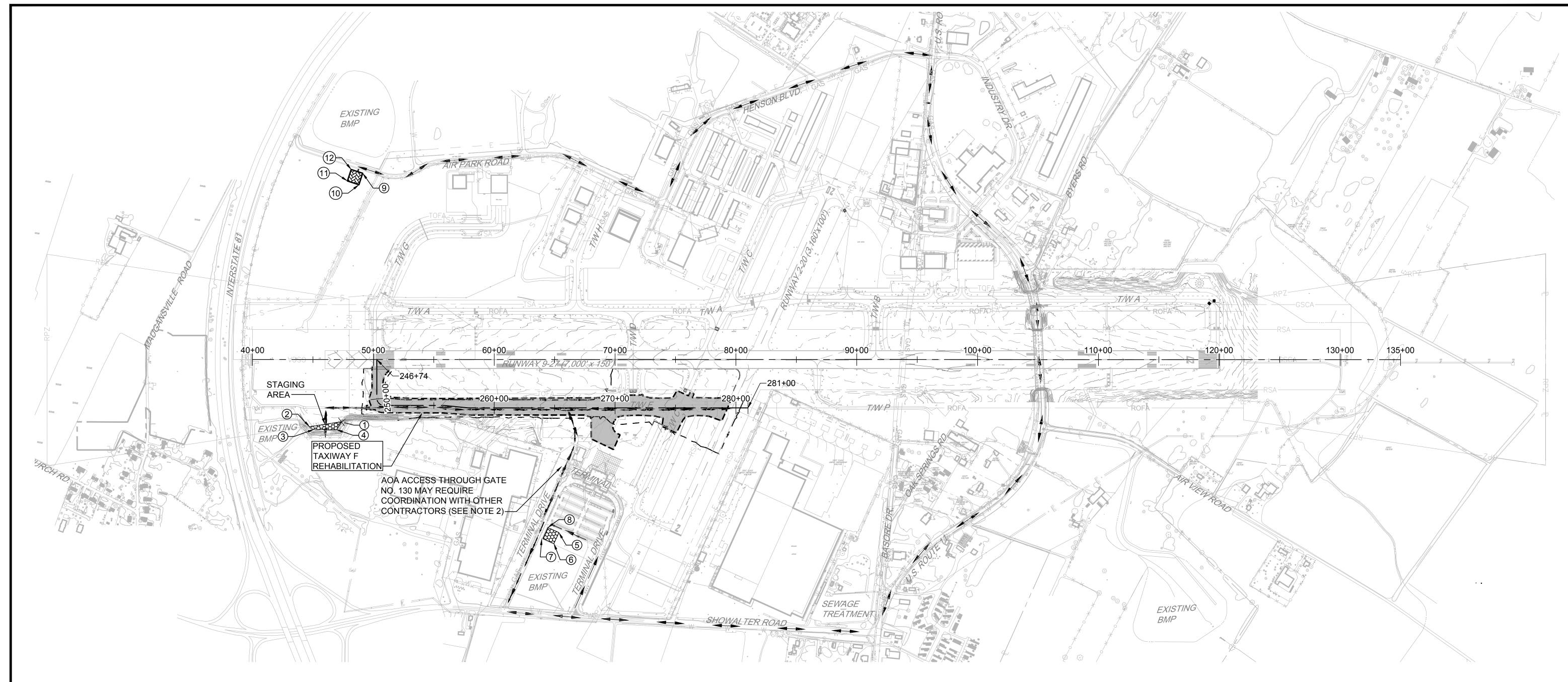
MARCH 29, 2023

G201

05 OF 97

FILE NAME: O:\HGR\Projects\2021-1305\CAD\SHEETS\0004\_G200\_2\_GENERAL CONSTRUCTION AND SAFETY NOTES.dwg LAYOUT NAME: G201 USER: ZForman PLOTTED: Thursday, January 26, 2023 - 2:17pm

SHEET NO.:



	STAGING/STOCKPILE AREA LOCATION TABLE								
POINT #	NORTHING	EASTING	LATITUDE (N)	LONGITUDE (W)	EXISTING GROUND	PART 77 ELEVATION			
1	743378.55	1104396.92	39° 42' 19.61"	77° 44' 20.40"	651.7	666.77			
2	743297.70	1104142.41	39° 42' 18.79"	77° 44' 23.65"	650.1	672.08			
3	743281.02	1104181.90	39° 42' 18.63"	77° 44' 23.14"	650.1	675.37			
4	743308.65	1104367.77	39° 42' 18.91"	77° 44' 20.77"	650.0	675.92			
5	742756.63	1106318.01	39° 42' 13.61"	77° 43' 55.76"	685.0	666.77			
6	742660.15	1106291.72	39° 42' 12.66"	77° 43' 56.08"	685.0	666.77			
7	742682.44	1106186.57	39° 42' 12.87"	77° 43' 57.43"	685.0	666.77			
8	742782.92	1106221.53	39° 42' 13.87"	77° 43' 57.00"	685.0	666.77			
9	745438.83	1104247.42	39° 42' 39.95"	77° 44' 22.53"	651.7	666.77			
10	745340.09	1104231.59	39° 42' 38.98"	77° 44' 22.72"	651.7	666.77			
11	745355.92	1104132.85	39° 42' 39.13"	77° 44' 23.98"	651.7	666.77			
12	745454.66	1104148.68	39° 42' 40.10"	77° 44' 23.79"	651.7	666.77			

# NOTES:

- 1. CONTRACTOR WILL NOT BE PERMITTED TO ENTER/ACCESS AOA WITHOUT PROPER CLEARANCES (SEE SHEET G200).
- 2. GENERAL STAGING AREA LOCATION SHOWN. CONTRACTOR TO COORDINATE WITH RPR TO ACCESS THE AREA. A BUDDY LOCK SYSTEM IS UTILIZED AT THE ACCESS AREA AND NEEDS TO BE COORDINATED WITH THE RESIDENT PROJECT REPRESENTATIVE (RPR) DURING CONSTRUCTION.
- 3. STAGING AREA AND TEMPORARY STOCKPILE AREA ARE TO BE SEEDED AND MULCHED AFTER PROJECT COMPLETION.

EXISTING LEGEND:	:
	EXISTING AOA FENCE
RPZ	RUNWAY PROTECTION ZONE
RSA	RUNWAY SAFETY AREA
ROFA	RUNWAY OBJECT FREE AREA
—— ТОГА ———	TAXIWAY OBJECT FREE AREA
——— GSCA ———	GLIDESLOPE CRITICAL AREA

LOCALIZER CRITICAL AREA

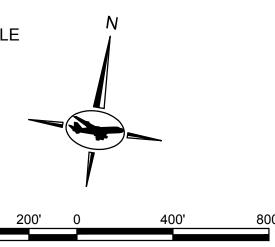
# PROPOSED LEGEND:

— — — LIMIT OF FIELD SURVEY HAUL ROUTE

PROJECT WORK LIMITS

STAGING AREA

TEMPORARY TOPSOIL STOCKPILE (MAXIMUM HEIGHT 25' AGL)



GRAPHIC SCALE

6031 UNIVERSITY BLVD, SUITE 330 ELLICOTT CITY, MD 21043 TEL: 410.465.9600

FAX: 410.465.9602

CONSTRUCTION

PROFESSIONAL CERTIFICATION: "I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND" LICENSE NO.

DESCRIPTIONS NO. DATE Z.A.F. G.C.S. CHECKED: M.P.P APPROVED: **EXPIRATION DATE:** 



PROJECT TITLE: TAXIWAY F REHABILITATION

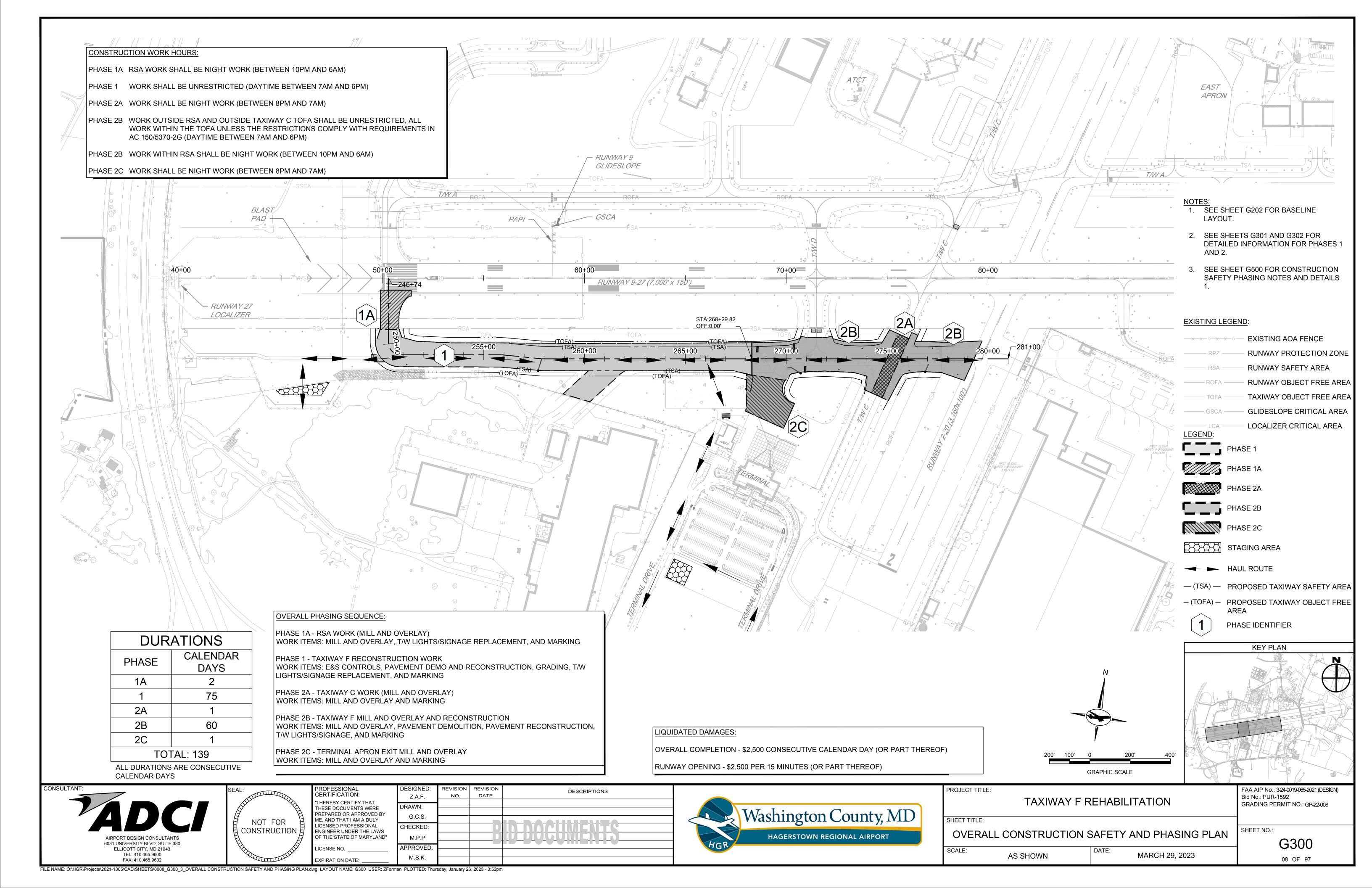
SHEET TITLE:

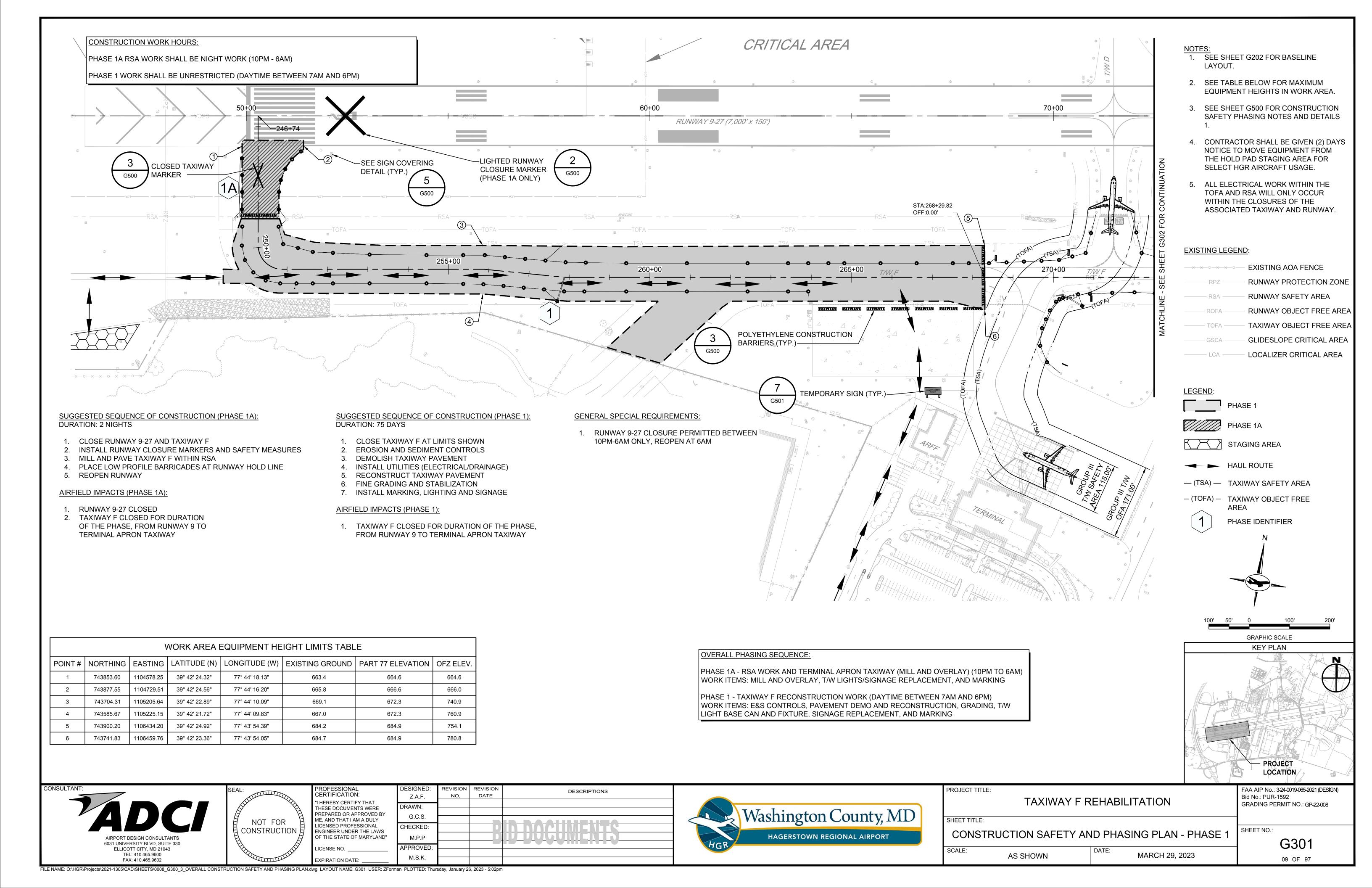
**AS SHOWN** 

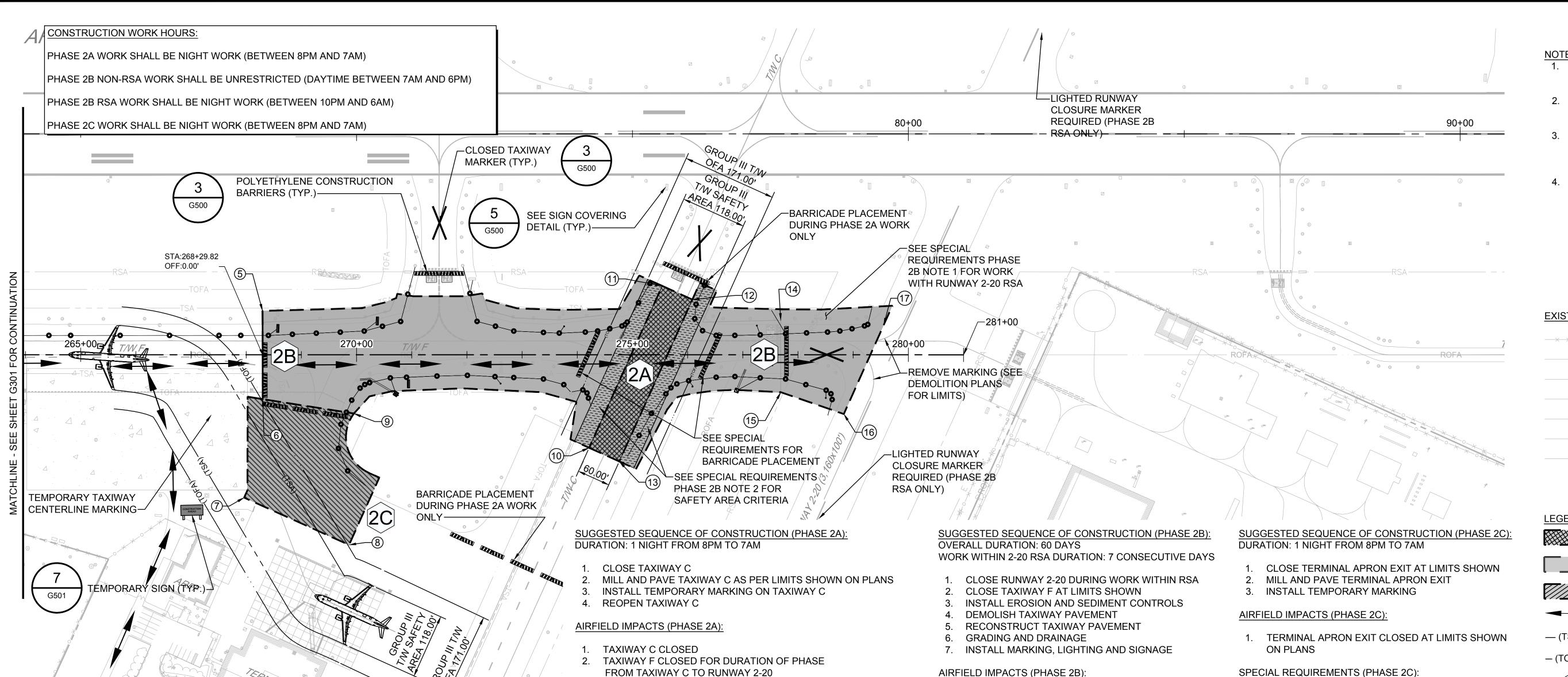
GENERAL PROJECT LAYOUT DATE: MARCH 29, 2023

FAA AIP No.: 3-24-0019-065-2021 (DESIGN) Bid No.: PUR-1592 GRADING PERMIT NO.: GP-22-008

> SHEET NO.: G201 06 OF 97







# SPECIAL REQUIREMENTS (PHASE 2B):

- 1. WORK WITHIN RUNWAY 2-20 RSA SHALL BE COMPLETED PRIOR TO WORK IN ALL OTHER AREAS ALONG TAXIWAY F. CONTRACTOR TO COORDINATE WORK WITHIN RUNWAY 2-20 RSA WITH RPR.
- 2. CONTRACTOR TO COMPLETE WORK WITHIN THE TAXIWAY C OFA OR GRADES RESTORED TO ACCEPTABLE PARAMETERS WITHIN THE TSA PRIOR TO OPENING TAXIWAY C TO AIRCRAFT OPERATIONS. THIS WORK IS TO BE COMPLETED IN 3 CONSECUTIVE CALENDAR DAYS BETWEEN SCHEDULED COMMERCIAL FLIGHTS.
- 3. CONTRACTOR SHALL RESTORE GRADES WITHIN THE TSA PRIOR TO COMPLETION OF WORK SHIFT.
- 4. PER FAA AC 150/5370-2G (SECTION 2.22.4), OPEN TRENCHES ARE PERMITTED WITHIN TOFA OF TAXIWAY C WHEN IT IS OPEN TO AIRCRAFT OPERATIONS SUBJECT TO FOLLOWING INSTRUCTIONS:
- A. TAXIING SPEED IS LIMITED TO 10MPH B. APPROPRIATE NOTAMS ARE ISSUED

ORANGE FLAGS AS APPROVED BY RPR

- C. LOW MASS LOW PROFILE LIGHTED BARRICADES ARE
- D. APPROPRIATE TEMPORARY CONSTRUCTION ORANGE SIGNS
- ARE INSTALLED 5. CONTRACTOR SHALL PROMINENTLY MARK OPEN TRENCHES AND

EXCAVATIONS AT THE CONSTRUCTION SITE WITH RED OR

6. CONTRACTOR SHALL PULL BACK EQUIPMENT AND PERSONNEL AS NEEDED OUTSIDE THE TOFA TO ALLOW FOR SAFE PASSAGE OF AIRCRAFT DURING WORK HOURS. CONTRACTOR SHALL COORDINATE WITH RPR ON PULLBACK PROCEDURES.

# AIRFIELD IMPACTS (PHASE 2B)

- 1. TAXIWAY F CLOSED AT LIMITS SHOWN ON PLANS (STA 267+55 TO RUNWAY 2-20)
- RUNWAY 2-20 CLOSED DURING WORK WITHIN RSA
- TAXIWAY C CLOSED UNTIL TSA GRADES HAVE
- BEEN RESTORED

- 1. SEE SHEET G202 FOR BASELINE LAYOUT.
- 2. SEE TABLE BELOW FOR MAXIMUM **EQUIPMENT HEIGHTS IN WORK AREA** 
  - 3. SEE SHEET G500 FOR CONSTRUCTION SAFETY PHASING NOTES AND DETAILS
  - 4. ALL ELECTRICAL WORK WITHIN THE TOFA AND RSA WILL ONLY OCCUR WITHIN THE CLOSURES OF THE ASSOCIATED TAXIWAY AND RUNWAY.

# **EXISTING LEGEND:**

**RUNWAY PROTECTION ZONE RUNWAY SAFETY AREA** RUNWAY OBJECT FREE AREA

> TAXIWAY OBJECT FREE AREA GLIDESLOPE CRITICAL AREA

**EXISTING AOA FENCE** 

LOCALIZER CRITICAL AREA

# LEGEND:

PHASE 2A

PHASE 2B

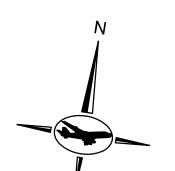
PHASE 2C HAUL ROUTE

— (TSA) — TAXIWAY SAFETY AREA — (TOFA) — TAXIWAY OBJECT FREE

**AREA** 



PHASE IDENTIFIER



**GRAPHIC SCALE KEY PLAN** PROJECT LOCATION

6031 UNIVERSITY BLVD, SUITE 330

ELLICOTT CITY, MD 21043

TEL: 410.465.9600

FAX: 410.465.9602

743900.20

743741.83

743561.03

743506.43

743742.71

743748.41

744058.66

744042.85

743732.60

744031.1°

743902.12

743881.33

744052.02

10

11

13

14

15

1106434.20

1106459.76

1106454.43

1106655.64

1106626.91

1107057.66

1107142.42

1107200.30

1107115.54

1107364.41

1107384.92

1107503.91

1107550.00

39° 42' 24.92"

39° 42' 23.36"

39° 42' 21.57"

39° 42' 21.05"

39° 42' 23.38"

39° 42' 23.47"

39° 42' 26.55"

39° 42' 26.39"

39° 42' 23.32"

39° 42' 26.29"

39° 42' 25.02"

39° 42' 24.82"

39° 42' 26.51"

NOT FOR CONSTRUCTION

WORK AREA EQUIPMENT HEIGHT LIMITS TABLE

POINT # | NORTHING | EASTING | LATITUDE (N) | LONGITUDE (W) | EXISTING GROUND | PART 77 ELEVATION | OFZ ELEV.

77° 43' 54.39"

77° 43' 54.05"

77° 43' 54.10"

77° 43' 51.52"

77° 43' 51.91"

77° 43' 46.40"

77° 43' 45.34"

77° 43' 44.60"

77° 43' 45.65"

77° 43' 42.50"

77° 43' 42.23"

77° 43' 40.70"

77° 43' 40.13"

CERTIFICATION: I HEREBY CERTIFY THAT ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ICENSE NO.

684.7

686.8

688.4

686.2

690.3

690.9

691.3

690.1

693.2

693.1

695.1

695.3

Z.A.F. THESE DOCUMENTS WERE PREPARED OR APPROVED BY G.C.S. CHECKED: **ENGINEER UNDER THE LAWS** OF THE STATE OF MARYLAND" M.P.P APPROVED EXPIRATION DATE

684.9

707.0

721.6

687.7

700.9

692.0

692.0

705.0

692.4

692.4

694.7

694.0

780.8

809.5

825.6

786.0

800.7

752.7

757.3

805.0

764.7

786.4

793.7

767.3

**DESCRIPTIONS** NO. DATE JEDIOLO UNITENER



PROJECT TITLE

**AS SHOWN** 

SCALE:

TAXIWAY F REHABILITATION

FAA AIP No.: 3-24-0019-065-2021 (DESIGN) Bid No.: PUR-1592 GRADING PERMIT NO.: GP-22-008

SHEET TITLE:

PHASE 2C WORK IS MILL AND OVERLAY AND IS TO BE

SCHEDULED SERVICE FLIGHTS THE FOLLOWING DAY

COMPLETED IN 1 NIGHT WHEN THERE ARE NO

CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 2

MARCH 29, 2023

G302 10 OF 97

FILE NAME: O:\HGR\Projects\2021-1305\CAD\SHEETS\0008\_G300\_3\_OVERALL CONSTRUCTION SAFETY AND PHASING PLAN.dwg LAYOUT NAME: G302 USER: ZForman PLOTTED: Thursday, January 26, 2023 - 5:24pm

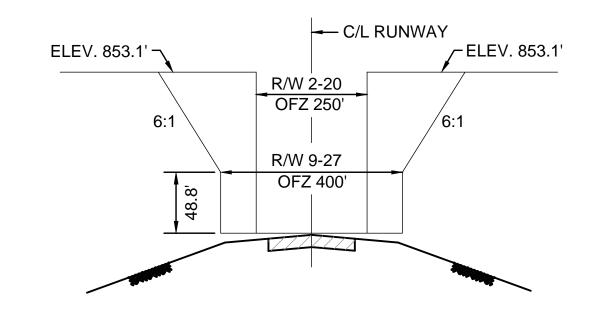
### **GENERAL PHASING NOTES:**

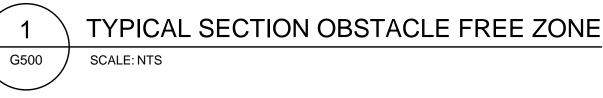
- 1. THE INTENT OF THE PHASING PLAN IS TO MINIMIZE THE IMPACT OF CONSTRUCTION ON THE OPERATION OF THE AIRPORT. THE CONTRACTOR SHALL CONSTRUCT THE PROJECT AS OUTLINED IN THE PLANS UNLESS OTHERWISE APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE (RPR). ADJUSTMENTS TO THE PHASING PLAN MAY BE NECESSARY TO ACCOMMODATE UNFORESEEN PROBLEMS WITH AIRPORT OPERATION.
- 2. THE CONTRACTOR SHALL PROVIDE, MAINTAIN, MOVE, REMOVE (AS DIRECTED)
  CONSTRUCTION BARRIERS TO DELINEATE AREAS CLOSED TO AIRCRAFT TRAFFIC AND TO
  MARK ALL OPEN EXCAVATIONS, PAVEMENT DROP-OFFS ETC.
- 3. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE FOR REVIEW AND APPROVAL OF THE RPR PRIOR TO STARTING CONSTRUCTION. STRICT ADHERENCE TO THE APPROVED SCHEDULE WILL BE ENFORCED TO AVOID CONFLICTS WITH OTHER CONSTRUCTION ACTIVITIES AND ADVERSE EFFECTS ON AIRPORT OPERATIONS.

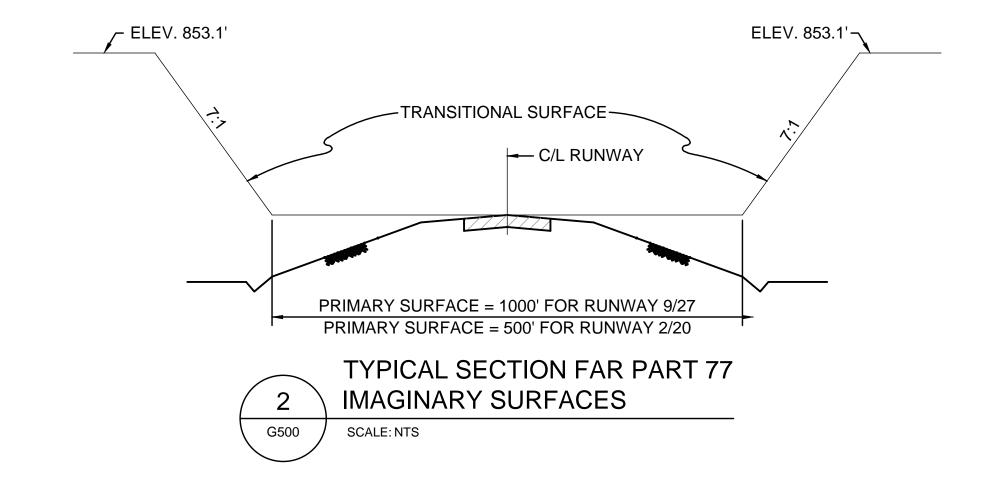
  WITH THE RPR AND AIRPORT PERSONNEL AND SHAPE AUTHORITY TO SCHEDULE AND ADJUST ALL WORKERS, PRIME AND SUB CONTRACTORS, TO ACCOMMODATE AIRPORT OPERATION AS DIRECTED.
- 4. ELECTRICAL WORK SHALL BE SEQUENCED TO MAINTAIN ALL ELECTRICAL SYSTEMS WITHOUT ANY INTERRUPTIONS. TEMPORARY WIRING IF REQUIRED SHALL BE INCIDENTAL TO THE CORRESPONDING ELECTRICAL WORK. ALL ELECTRICAL WORK SHALL BE COORDINATED WITH THE RPR AND THE AIRPORT MAINTENANCE DEPARTMENT.
- 5. EROSION AND SEDIMENT CONTROL DEVICES MUST BE IN PLACE PRIOR TO THE START OF GRADING OPERATIONS.
- 6. THE CONTRACTOR SHALL PROVIDE ADEQUATE PERSONNEL AND EQUIPMENT TO KEEP THE ACTIVE PAVEMENTS CLEAN AND FREE OF DEBRIS AT ALL TIMES.
- 7. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FAA ADVISORY CIRCULARS AND FEDERAL AVIATION REGULATIONS. PAY PARTICULAR ATTENTION TO FAA AC 150/5370-2G.
- 8. MAXIMUM EQUIPMENT HEIGHTS FOR ACTIVE WORK AREAS AND STAGING AREA ARE LIMITED BY FAR PART 77 AND OBSTACLE FREE ZONE (OFZ) SURFACES IDENTIFIED ON THIS SHEET
- 9. DUST ON CONSTRUCTION PROJECTS IS A MAJOR PROBLEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON-SITE AT ALL TIMES ON A CONTINUOUS BASIS. THE CONTRACTOR MUST SUBMIT A DETAILED DUST CONTROL PLAN TO THE RPR FOR APPROVAL PRIOR TO BEGINNING WORK. THE COST FOR THIS WORK SHALL BE INCLUDED UNDER VARIOUS CONTRACT ITEMS.
- 10. RED LIGHTS SHALL MEET THE LUMINANCE REQUIREMENTS OF THE FAA.

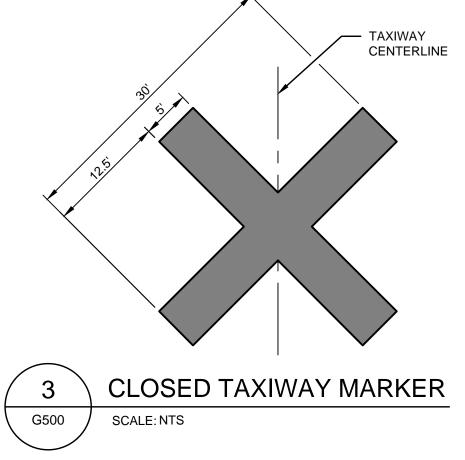
### SUPERVISION:

THE PRIME CONTRACTOR SHALL HAVE THE PROJECT SUPERINTENDENT OR SOMEONE IN RESPONSIBLE CHARGE BE PRESENT AT ALL TIMES ON THE PROJECT SITE. THIS PERSON SHALL BE FAMILIAR WITH ALL TYPES OF CONSTRUCTION BEING PERFORMED AND SHALL BE THE SAME PERSON EACH DAY THROUGHOUT THE PROJECT. THE SUPERINTENDENT SHALL HAVE THE RESPONSIBILITY OF COORDINATING EACH DAY'S WORK WITH THE RPR AND AIRPORT PERSONNEL AND SHALL WORKERS. PRIME AND SUB CONTRACTORS. TO ACCOMMODATE AIRPORT OPERATION AS DIRECTED BY THE RPR AND/OR AIRPORT PERSONNEL. ALL WORK MUST BE PERFORMED WITH THE RPR AND/OR AIRPORT PERSONNEL ON THE SITE. WORK DURING EVENINGS AND WEEKENDS MUST BE COORDINATED WITH THE RPR AND AIRPORT PERSONNEL AT LEAST 7 DAYS IN ADVANCE, EXCLUDING EMERGENCIES AND INCLEMENT WEATHER CONDITIONS. ALL PERSONNEL SHALL CLEAR THE CONSTRUCTION AREA ONCE WORK HAS STOPPED FOR THE DAY. ALL MECHANICS NEEDING ACCESS TO THE AIR OPERATIONS AREA DURING EVENINGS AND WEEKENDS TO WORK ON CONSTRUCTION EQUIPMENT SHALL HAVE A PICTURED IDENTIFICATION BADGE, RECEIVE DRIVING PRIVILEGES, AND HAVE THEIR VEHICLES IDENTIFIED WITH THE CONTRACTOR NAME OR MAGNETIC PLACARD ISSUED BY THE AIRPORT OPERATIONS.



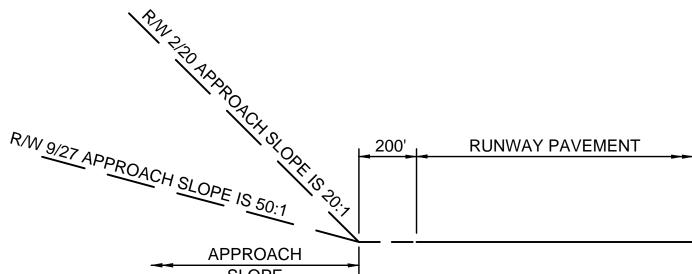






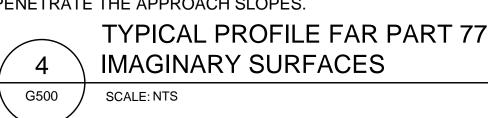
# NOTES:

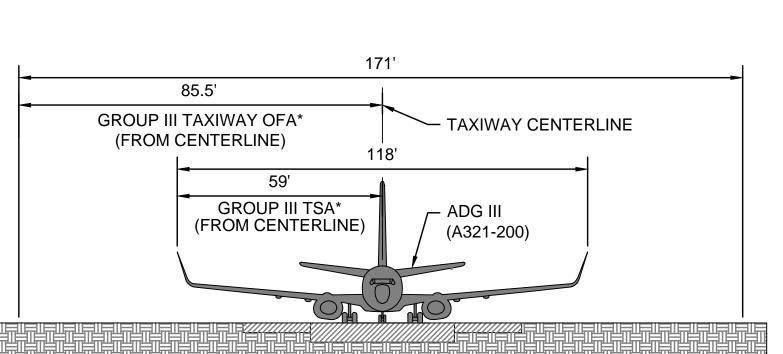
- TEMPORARY TAXIWAY CLOSURE MARKERS SHALL BE CONSTRUCTED OF YELLOW POLYETHYLENE TARP (OR OTHER MATERIAL APPROVED BY THE ENGINEER), A MINIMUM OF 7MM THICKNESS, WITH GROMMETS EVERY 3 FEET FOR SANDBAG OR STAKE ATTACHMENTS.
- 2. MAINTAIN AND REPAIR DAMAGES TO MARKERS AND ANCHORAGE AS REQUESTED.
- 3. CONTRACTOR MUST SUBMIT SHOP DRAWINGS PRIOR TO ORDERING TAXIWAY CLOSURE MARKERS.
- 4. TEMPORARY TAXIWAY CLOSURE MARKERS ARE NEEDED WHEN TAXIWAY EXITS FROM RUNWAY ARE CLOSED FOR MORE THAN 3 CONSECUTIVE DAYS.



FAR PART 77 NOTES:

- 1. THE OFZ SHALL GOVERN EQUIPMENT CLEARANCE DURING CONSTRUCTION ADJACENT TO AN ACTIVE RUNWAY. UNDER NO CIRCUMSTANCES SHALL ANY MEN OR EQUIPMENT PENETRATE THESE SURFACES UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE WITH THE RPR, HGR, AND THE TOWER.
- 2. THE FAR PART 77 SURFACES (PRIMARY AND TRANSITIONAL) GOVERN STOCKPILE AND PARKED EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL PARKED EQUIPMENT, STOCKPILES, OR OTHER ITEMS PENETRATE THESE SURFACES DURING CONSTRUCTION ADJACENT TO AN ACTIVE RUNWAY.
- THE FAR PART 77 APPROACH SURFACE GOVERNS STOCKPILES, CONSTRUCTION EQUIPMENT AND OTHER OBJECTS BEYOND THE RUNWAY END. UNDER NO CIRCUMSTANCES SHALL THESE ITEMS PENETRATE THE APPROACH SLOPES.





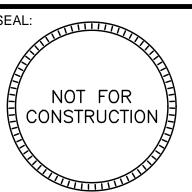
\*NO CONSTRUCTION MAY OCCUR WITHIN THE TAXIWAY OBJECT FREE AREA WHILE THE TAXIWAY IS OPEN FOR AIRCRAFT OPERATIONS. SEE FAA AC 150/5370-2G, SECTION 2.22.4 FOR ADDITIONAL RESTRICTIONS. RESTORATION OF TAXIWAY C OFA NOT REQUIRED TO OPEN TAXIWAY TO TRAFFIC. RESTORATION OF TAXIWAY C TSA REQUIRED TO OPEN TAXIWAY TO TRAFFIC.

GROUP III TAXIWAY SAFETY AREA (TSA) - TAXIWAY
OBJECT FREE AREA (TOFA) - TANGENT SECTION

G500 SCALE: NTS



FAX: 410.465.9602



PROFESSIONAL
CERTIFICATION:
"I HEREBY CERTIFY THAT
THESE DOCUMENTS WERE
PREPARED OR APPROVED BY
ME, AND THAT I AM A DULY
LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS
OF THE STATE OF MARYLAND"

LICENSE NO. \_\_\_\_\_

EXPIRATION DATE

DESIGNED:
Z.A.F.

DRAWN:
G.C.S.

CHECKED:
M.P.P

APPROVED:
M.S.K.



PROJECT TITLE:  TAXIWAY F REHABILITATION	FAA AIP No.: Bid No.: PUR- GRADING PE
SHEET TITLE:	
CONSTRUCTION SAFETY PHASING NOTES AND DETAILS 1	SHEET NO.:

DATE:

SCALE:

**AS SHOWN** 

FAA AIP No.: 3-24-0019-065-2021 (DESIGN)
Bid No.: PUR-1592
GRADING PERMIT NO.: GP-22-008

G500

11 OF 97

MARCH 29, 2023

### **GENERAL PHASING NOTES:**

- 1. THE INTENT OF THE PHASING PLAN IS TO MINIMIZE THE IMPACT OF CONSTRUCTION ON THE OPERATION OF THE AIRPORT. THE CONTRACTOR SHALL CONSTRUCT THE PROJECT AS OUTLINED IN THE PLANS UNLESS OTHERWISE APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE (RPR), ADJUSTMENTS TO THE PHASING PLAN MAY BE NECESSARY TO ACCOMMODATE UNFORESEEN PROBLEMS WITH AIRPORT OPERATION.
- 2. THE CONTRACTOR SHALL PROVIDE, MAINTAIN, MOVE, REMOVE (AS DIRECTED) CONSTRUCTION BARRIERS TO DELINEATE AREAS CLOSED TO AIRCRAFT TRAFFIC AND TO MARK ALL OPEN EXCAVATIONS, PAVEMENT DROP-OFFS ETC.
- THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE FOR REVIEW AND APPROVAL OF THE RPR PRIOR TO STARTING CONSTRUCTION. STRICT ADHERENCE TO THE APPROVED SCHEDULE WILL BE ENFORCED TO AVOID CONFLICTS WITH OTHER CONSTRUCTION ACTIVITIES AND ADVERSE EFFECTS ON AIRPORT OPERATIONS.
- ELECTRICAL WORK SHALL BE SEQUENCED TO MAINTAIN ALL ELECTRICAL SYSTEMS WITHOUT ANY INTERRUPTIONS. TEMPORARY WIRING IF REQUIRED SHALL BE INCIDENTAL TO THE CORRESPONDING ELECTRICAL WORK. ALL ELECTRICAL WORK SHALL BE COORDINATED WITH THE RPR AND THE AIRPORT MAINTENANCE DEPARTMENT.
- EROSION AND SEDIMENT CONTROL DEVICES MUST BE IN PLACE PRIOR TO THE START OF GRADING OPERATIONS.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE PERSONNEL AND EQUIPMENT TO KEEP THE ACTIVE PAVEMENTS CLEAN AND FREE OF DEBRIS AT ALL TIMES.
- 7. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FAA ADVISORY CIRCULARS AND FEDERAL AVIATION REGULATIONS. PAY PARTICULAR ATTENTION TO FAA AC 150/5370-2G.
- MAXIMUM EQUIPMENT HEIGHTS FOR ACTIVE WORK AREAS AND STAGING AREA ARE LIMITED BY FAR PART 77 AND OBSTACLE FREE ZONE (OFZ) SURFACES IDENTIFIED ON THIS
- DUST ON CONSTRUCTION PROJECTS IS A MAJOR PROBLEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON-SITE AT ALL TIMES ON A CONTINUOUS BASIS. THE CONTRACTOR MUST SUBMIT A DETAILED DUST CONTROL PLAN TO THE RPR FOR APPROVAL PRIOR TO BEGINNING WORK. THE COST FOR THIS WORK SHALL BE INCLUDED UNDER VARIOUS CONTRACT ITEMS.
- 10. RED LIGHTS SHALL MEET THE LUMINANCE REQUIREMENTS OF THE FAA.

G501

6031 UNIVERSITY BLVD. SUITE 330

ELLICOTT CITY, MD 21043

# THE PRIME CONTRACTOR SHALL HAVE THE PROJECT SUPERINTENDENT OR SOMEONE IN RESPONSIBLE CHARGE BE PRESENT AT ALL TIMES ON THE PROJECT

SUPERVISION:

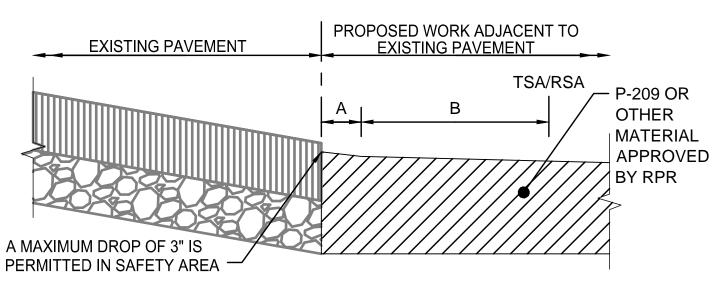
OPERATIONS.

SITE. THIS PERSON SHALL BE FAMILIAR WITH ALL TYPES OF CONSTRUCTION BEING PERFORMED AND SHALL BE THE SAME PERSON EACH DAY THROUGHOUT THE PROJECT. THE SUPERINTENDENT SHALL HAVE THE RESPONSIBILITY OF COORDINATING EACH DAY'S WORK WITH THE RPR AND AIRPORT PERSONNEL AND SHALL HAVE AUTHORITY TO SCHEDULE AND ADJUST ALL WORKERS, PRIME AND SUB CONTRACTORS, TO ACCOMMODATE AIRPORT OPERATION AS DIRECTED BY

THE RPR AND/OR AIRPORT PERSONNEL. ALL WORK MUST BE PERFORMED WITH THE RPR AND/OR AIRPORT PERSONNEL ON THE SITE. WORK DURING **EVENINGS AND WEEKENDS MUST BE COORDINATED** WITH THE RPR AND AIRPORT PERSONNEL AT LEAST 7 DAYS IN ADVANCE, EXCLUDING EMERGENCIES AND

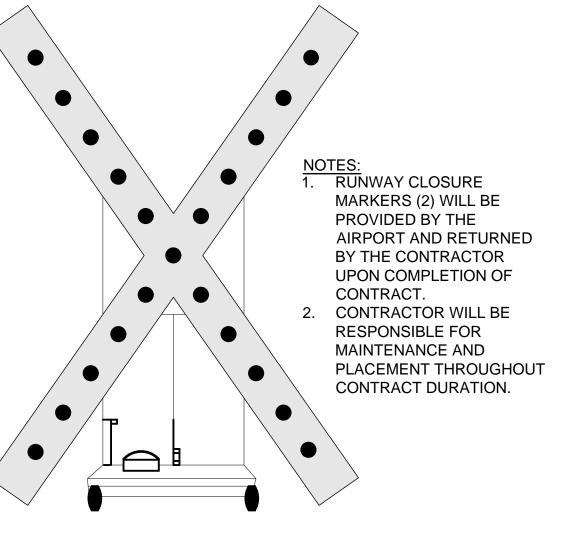
INCLEMENT WEATHER CONDITIONS. ALL PERSONNEL

SHALL CLEAR THE CONSTRUCTION AREA ONCE WORK HAS STOPPED FOR THE DAY. ALL MECHANICS NEEDING ACCESS TO THE AIR OPERATIONS AREA DURING EVENINGS AND WEEKENDS TO WORK ON CONSTRUCTION EQUIPMENT SHALL HAVE A PICTURED IDENTIFICATION BADGE, RECEIVE DRIVING PRIVILEGES, AND HAVE THEIR VEHICLES IDENTIFIED WITH THE CONTRACTOR NAME OR MAGNETIC PLACARD ISSUED BY THE AIRPORT



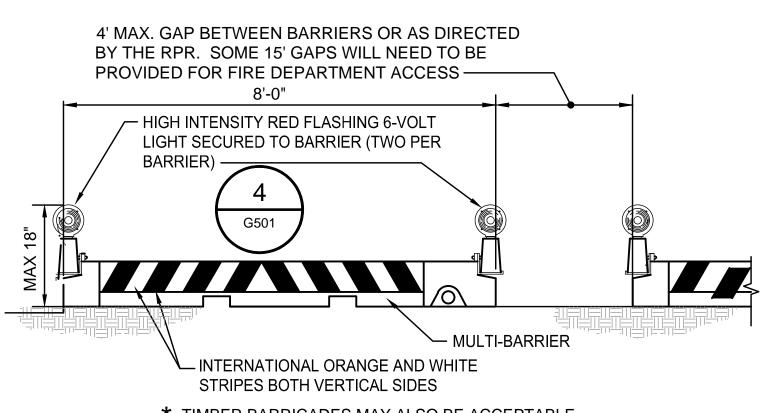
- A. MAINTAIN A 5.0% GRADE AWAY FROM PAVEMENT FOR 10 FEET OF UNPAVED SURFACE ADJACENT TO THE PAVED SURFACE TOWARD A DRAIN.
- B. MAINTAIN A 1.5% TO 3.0% GRADE AWAY FROM PAVEMENT TOWARD A DRAIN
- THE RSA EXTENDS 250 FT. MEASURED FROM THE RUNWAY CENTERLINE UNLESS OTHERWISE NOTED. THE TSA EXTENDS 59 FT. FROM THE TAXIWAY CENTERLINE (T/W A/D/F) AND 39.5' FROM CENTERLINE FOR B/C/G/H/N/Q.
- RPR SHALL APPROVE GRADING PRIOR TO OPENING THE RUNWAY OR TAXIWAY.

# TSA AND RSA GRADING REQUIREMENTS **DURING CONSTRUCTION** G501 SCALE: NTS

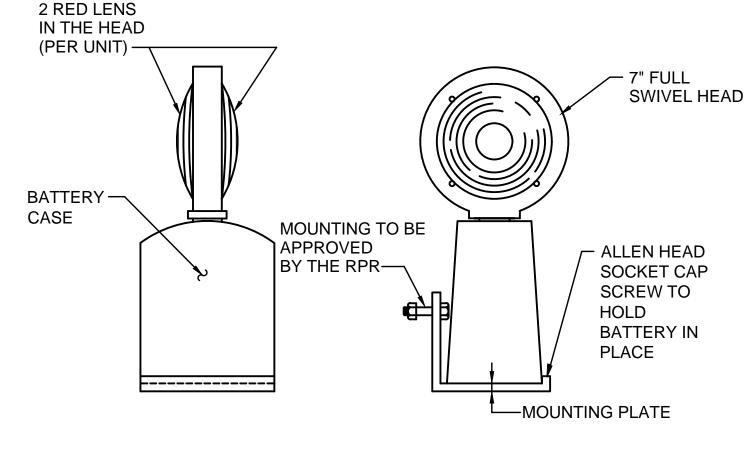


SEE NOTE 3 -





\* TIMBER BARRICADES MAY ALSO BE ACCEPTABLE POLYETHYLENE CONSTRUCTION BARRIERS SCALE: NTS





NOTES (FOR TEMPORARY SIGN):



COVER ONLY TAXIWAYS CLOSED TO AIRCRAFT TRAFFIC AS DIRECTED BY THE RPR

COVER CLOSED

TAXIWAY ID'S

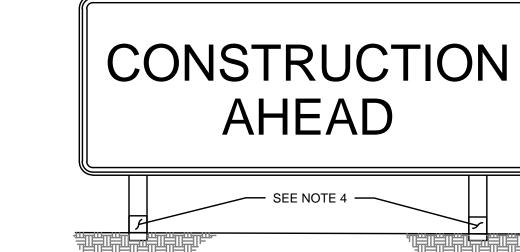
**FASTEN TO WITHSTAND 80 MPH WINDS** 

METHOD OF COVERING SHALL BE SUBMITTED FOR APPROVAL OF RPR/ENGINEER. NO BAGS OR TAPE WILL BE PERMITTED

COSTS ARE INCIDENTAL TO TEMPORARY CONSTRUCTION ITEMS

MAINTAIN EXISTING TAXI SIGNAGE OR PROVIDE TEMPORARY SIGNAGE DURING DURATION OF PROJECT. AS WORK PROGRESSES, COVER ANY NEW OR EXISTING MESSAGES THAT DO NOT APPLY OR LEAD INTO NEW WORK AREAS. SIGNS MAY BE ENCASED BY (2) 1/4" THICK FLEXIBLE PLYWOOD SHEETS PAINTED BLACK WITH EYE HOOKS AT THE TOP AND BOTTOM CONNECTED BY BUNGEE CORDS TO SANDWICH THE GUIDANCE SIGNS TEMPORARILY. PRIOR TO DISCONNECTING OR COVERING TAXI GUIDANCE SIGNAGE, SUBMIT TO THE CONSTRUCTION MANAGER A LIST OR DIAGRAM OF THE INTENDED SIGNS. NO SIGNAGE MAY BE DISCONNECTED OR COVERED WITHOUT APPROVAL BY THE RPR.



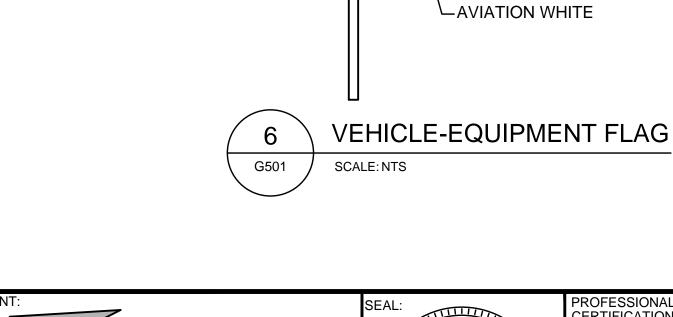


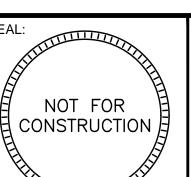


TEMPORARY SIGNS SHALL BE CONSTRUCTED TO WITHSTAND 100 MPH WINDS AND JET BLAST FROM AIRCRAFT WITHOUT BENDING OR CHANGING SHAPE. IF LOCATED WITHIN AN ACTIVE RSA OR TSA, TEMPORARY SIGNS SHALL BE MOUNTED ON FRANGIBLE SUPPORTS, AS DEFINED BY AC 150/5220-23, FRANGIBLE CONNECTIONS.

SIGN LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE

- 3. THESE SIGNS ARE ONLY REQUIRED IF THE CONTRACTOR WILL BE WORKING WITHIN AN ACTIVE TOFA.
- 4. TEMPORARY MOUNTING DETAILS SHALL BE PROVIDED BY THE CONTRACTOR DURING SHOP DRAWING REVIEW. MOUNTING SHALL BE FRANGIBLE AND NO PERMANENT PART OF THE MOUNTING SHALL PROTRUDE UP MORE THAN 3 INCHES ABOVE FINISHED GRADE. ENSURE MOUNTING PROCEDURE SUBMITTED WITH SHOP DRAWINGS.
- COSTS FOR SIGNS SHALL BE INCIDENTAL TO TEMPORARY CONSTRUCTION
- SIGN SHALL BE 3M DIAMOND GRADE 4084 FLORESCENT ORANGE BACKGROUND WITH MINIMUM 6" BLACK LETTERING AS REQUIRED IN ACCORDANCE WITH AC 150-5370-2G.
- SIGNS SHALL BE PLACED OUTSIDE OF THE TSA AND AHEAD OF THE CONSTRUCTION AREA.





PROFESSIONAL CERTIFICATION: HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL **ENGINEER UNDER THE LAWS** OF THE STATE OF MARYLAND'

LAVIATION ORANGE

DESCRIPTIONS DATE NO. Z.A.F. G.C.S. CHECKED: J DUGGUNIEN IZ APPROVED: XPIRATION DATE



PROJECT TITLE TAXIWAY F REHABILITATION SHEET TITLE:

**AS SHOWN** 

FAA AIP No.: 3-24-0019-065-2021 (DESIGN) Bid No.: PUR-1592 GRADING PERMIT NO.: GP-22-008

CONSTRUCTION SAFETY PHASING NOTES AND DETAILS 2 SCALE:

MARCH 29, 2023

FILE NAME: O:\HGR\Projects\2021-1305\CAD\SHEETS\0011\_G500\_2\_CONSTRUCTION SAFETY PHASING NOTES AND DETAILS.dwg LAYOUT NAME: G501 USER: ZForman PLOTTED: Friday, January 27, 2023 - 8:21am

G501

12 OF 97

CONTRACTOR

**RESPONSIBLE** 

FOR DAMAGED

SIGNS

SECTION A-A

Appendix C. Sample Contractors Safety Plan Compliance Document (SPCD)

# SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

Project Location:	Hagerstown Regional Airport	
Project Name:	Taxiway F Rehabilitation	
General Statement:		
Advisory Circular 150 requirements of the A	ety and Phasing Plan (CSPP), has been prepared in accordance with FAA 0/5370-2G, Operational Safety on Airports During Construction and the Airport Owner. The CSPP has been submitted to the FAA for review and nents from the FAA which were received prior to bid opening have been CSPP.	
opening, I understand n the revised CSPP.	FAA transmits comments which require that the CSPP be revised after bid that I am obligated to abide by the conditions and statements contained. I further understand that I will be given the opportunity to evaluate the elates to my contract and request appropriate compensation in accordance the contract.	
Supplemental Inforn	nation:	
eads, "No suppleme	ers a subject and no additional information is needed, the statement below ntal information required". Where additional information is required by the nation shall be provided in the spaces below.	
The section numbers	below correspond with the section numbers in the CSPP.	
3.1 Coordination	I	
	explain how you will distribute information and details of meetings to d subcontractors.]	
3.2 Phasing		
<b>Statement:</b> [List the number of days each Work Area will take. State the time day will start and finish for each work area.]		

### 3.3 Areas and Operations affected by the construction activity

**Statement:** <u>Information is provided in the CSPP. No supplemental information is required.</u>

## 3.4 Navigational Aid (NAVAID) Protection

**Statement:** Information is provided in the CSPP. No supplemental information is required.

#### 3.5 Contractor Access

<b>Security Statement:</b> [Explain how you will maintain integrity of the airport security fence at the access gate, e.g.: Gate guards, closed and locked gates, temporary fencing, etc.]
Training Statement: [List individuals who will receive driver training (for certificated airports and as requested.]
<b>Communication Statement:</b> [Identify types of radios, if any, you will use to communicate with drivers and personnel. Identify who will be monitoring radios. Identify a contact person and phone number if ATCT cannot reach the contractor's designated person by radio.]
Escort Statement: [Identify who will escort material delivery vehicles.]

3.6	Wildlife Management
	<b>Statement:</b> [Identify who will be monitoring wildlife in the construction area. Identify who will be monitoring wildlife at the construction gate.]
-	
-	
-	
5	Foreign Object Debris (FOD) Management Statement: [Identify who will be preparing a FOD Management Plan. (Plan must be approved prior to the start of construction activities.)]
_	
	Hazardous Material (HAZMAT) Management
	Statement: [Identify who will be preparing a Spill Prevention Plan. (Plan must be approved prior to the start of construction activities.)]
-	
3.9	Notification of Construction Activities. Provide the following:
	<b>Key Personnel Statement:</b> [Identify your key personnel points of contact with phone numbers.]
-	
-	
-	
	Emergency Contacts Statement: [Identify your emergency contacts with 24 hour phone numbers.]
-	

(	25 feet, including on-site batch plants. Identify the maximum height it will be extended to during construction for each Work Area and the expected duration. Identify when during he day it will be used.]
-	
3.10	Inspection Requirements.
;	Statement: [Identify the person who will be responsible for daily inspections to ensure conformance with the CSPP. Describe additional inspections you will employ, if any, to ensure conformance.]
3.11	Underground Utilities.
	Statement: [Discuss proposed methods of identifying and protecting underground utilities.]
-	
;	Penalties  Statement: Information is provided in the CSPP. No supplemental information is required.
3.13	Special Conditions.
	Statement: [Identify who will be responsible for moving equipment and personnel from he work area and vacating the area in the event of a special condition listed in the CSPP.
-	
3.14	<b>Runway and Taxiway Visual Aids.</b> Including marking, lighting, signs, and visual NAVAIDs.
	Statement: Information is provided in the CSPP. No supplemental information is_

**3.15 Marking and Signs for Access Routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.

**Statement:** <u>Information is provided in the CSPP. No supplemental information is required.</u>

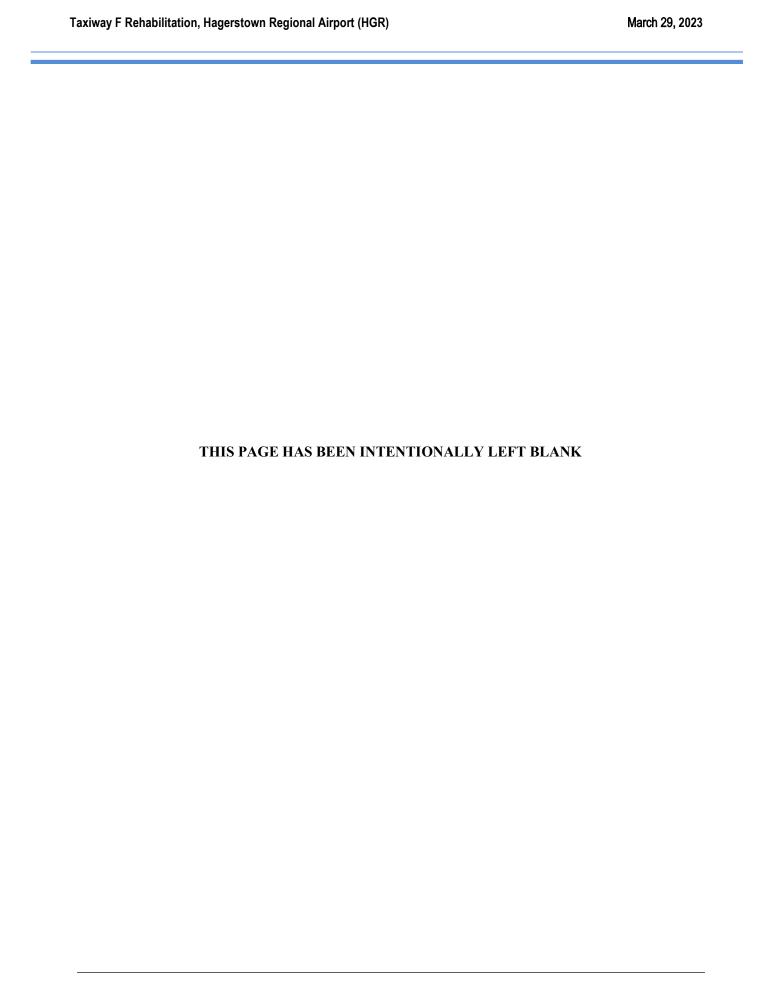
3.16 Hazard Marking and Lighting.
<b>Statement:</b> [Identify who will be responsible for maintaining hazard marking and lighting Include a 24 hour phone number.]
3.17 Work Zone Lighting for Nighttime Construction.
<b>Statement:</b> [Identify who will be responsible for maintaining work zone lighting for nighttime construction. Include a 24 hour phone number.]
<b>3.18 Protection of Areas, Zones, and Surfaces.</b> Include object free areas, obstacle free zones, approach/departure surfaces and safety areas as required. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
Equipment and methods for maintaining Taxiway/Taxilane Safety Area standards.
<b>Statement:</b> Information is provided in the CSPP. No supplemental information is required.
Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

#### 3.19 Other Limits of Construction.

required.

Other limitations are identified in the CSPP and do not require an entry in this document.

**Statement:** Information is provided in the CSPP. No supplemental information is



Appendix D. Construction Project Daily Safety Inspection Checklist

12/13/2017 AC 150/5370-2G Appendix D

#### 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.		