



**CALL NO. 103**

**CONTRACT ID. 121023**

**TRIGG COUNTY**

**FED/STATE PROJECT NUMBER AIP 3-21-0086-004-2012**

**DESCRIPTION LAKE BARKLEY STATE PARK AIRPORT**

**WORK TYPE AIRPORT CONSTRUCTION**

**PRIMARY COMPLETION DATE 90 CALENDAR DAYS**

**LETTING DATE: July 13, 2012**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 13, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**ROAD PLANS**

**DBE CERTIFICATION REQUIRED - 8%**

**REQUIRED BID PROPOSAL GUARANTY:** Not less than 5% of the total bid.

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**PART I**  
**SCOPE OF WORK**

CONTRACT ID - 121023

ADMINISTRATIVE DISTRICT - 02

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - TRIGG

PCN - DE111AIRP1223

AIP 3-21-0086-004-2012

LAKE BARKLEY STATE PARK AIRPORT REHABILITATION OF RUNWAY AT LAKE BARKLEY STATE PARK  
AIRPORT. AIRPORT CONSTRUCTION.

GEOGRAPHIC COORDINATES LATITUDE 36^47'00" LONGITUDE 87^55'00"

COMPLETION DATE(S):

90 CALENDAR DAYS

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

### **BID SUBMITTAL**

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract))

The Bidder must download the bid file located on the Bid Express website ([www.bidx.com](http://www.bidx.com)) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

### **JOINT VENTURE BIDDING**

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

### **SPECIAL NOTE FOR PIPE INSPECTION**

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to [kytc.projectquestions@ky.gov](mailto:kytc.projectquestions@ky.gov). The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

The deadline for posting answers will be 3:00 pm Eastern Daylight Time, the day preceding the Letting. Questions may be submitted until this deadline with the understanding that the later a question is submitted, the less likely an answer will be able to be provided.

The questions and answers will be posted for each Letting under the heading “Questions & Answers” on the Construction Procurement website ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract)). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

### **ACCESS TO RECORDS**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this

contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

10/18/2011

### **FEDERAL CONTRACT NOTES**

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating 102.10 Delivery of Proposals  
102.08 Irregular Proposals 102.14 Disqualification of Bidders  
102.09 Proposal Guaranty

### **CIVIL RIGHTS ACT OF 1964**

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

### **FHWA 1273**

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social

security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee's SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

### **SECOND TIER SUBCONTRACTS**

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

It is the policy of the Kentucky Transportation Cabinet ("the Cabinet") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

### **DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

### **OBLIGATION OF CONTRACTORS**

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

### **CERTIFICATION OF CONTRACT GOAL**

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of \_\_\_\_ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

**The certification statement is located in the electronic bid file. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.**

### **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
  - The entire expenditure paid to a DBE manufacturer;
  - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
  - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder’s commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment.

**UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED**

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE’s certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with

the bid, and/or other circumstances beyond the control of the prime contractor.

### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any

rejection should be so noted in writing with a description as to why an agreement could not be reached;

8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;

10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and

11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

#### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

### **SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

### **PROMPT PAYMENT**

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6<sup>th</sup> Floor West 200 Mero Street Frankfort, KY 40622

### **DEFAULT OR DECERTIFICATION OF THE DBE**

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and

the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

09/14/11



**Florence & Hutcheson**

CONSULTING ENGINEERS

2550 Irvin Cobb Drive Paducah, Kentucky 42003-7267

PROJECT MANUAL  
FOR  
LAKE BARKLEY STATE PARK AIRPORT  
RUNWAY 2/20 REHABILITATION

FEDERAL GRANT #3-21-0086-004-2012

June 2012



KDA PROJECT MANAGER  
CRAIG FARMER



PROGRAM MANAGER  
MARY JANE CASSANDRAS

AIRPORT DISTRICT OFFICE MANAGER  
PHILLIP BRADEN

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## Part 1 – General Provisions

### SECTION 10 DEFINITION OF TERMS

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

**10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.

**10-02 ACCESS ROAD.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

**10-03 ADVERTISEMENT.** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

**10-04 AIP.** The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

**10-05 AIR OPERATIONS AREA.** For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

**10-06 AIRPORT.** Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

**10-07 ASTM.** The American Society for Testing and Materials.

**10-08 AWARD.** The acceptance, by the Owner, of the successful bidder's proposal.

**10-09 BIDDER.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**10-10 BUILDING AREA.** An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

**10-11 CALENDAR DAY.** Every day shown on the calendar.

**10-12 CHANGE ORDER.** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

**10-13 CONTRACT.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The

Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

**10-14 CONTRACT ITEM (PAY ITEM).** A specific unit of work for which a price is provided in the contract.

**10-15 CONTRACT TIME.** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

**10-16 CONTRACTOR.** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

**10-17 DRAINAGE SYSTEM.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

**10-18 ENGINEER.** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.

**10-19 EQUIPMENT.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**10-20 EXTRA WORK.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

**10-21 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

**10-22 FEDERAL SPECIFICATIONS.** The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

**10-23 FORCE ACCOUNT.** Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

**10-24 INSPECTOR.** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

**10-25 INTENTION OF TERMS.** Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

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

**10-26 LABORATORY.** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

**10-27 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.

**10-28 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 percent of the total amount of the award contract. All other items shall be considered minor contract items.

**10-29 MATERIALS.** Any substance specified for use in the construction of the contract work.

**10-30 NOTICE TO PROCEED.** 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.

**10-31 OWNER.** The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term "sponsor" shall have the same meaning as the term "Owner." Where the term "Owner" is capitalized in this document, it shall mean airport Owner or sponsor only.

**10-32 PAVEMENT.** The combined surface course, base course, and subbase course, if any, considered as a single unit.

**10-33 PAYMENT BOND.** The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

**10-34 PERFORMANCE BOND.** The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

**10-35 PLANS.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

**10-36 PROJECT.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

**10-37 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.

**10-38 PROPOSAL GUARANTY.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

**10-39 RUNWAY.** The area on the airport prepared for the landing and takeoff of aircraft.

**10-40 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.

**10-41 SPONSOR.** See definition above of "Owner."

**10-42 STRUCTURES.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings;

vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

**10-43 SUBGRADE.** The soil that forms the pavement foundation.

**10-44 SUPERINTENDENT.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

**10-45 SUPPLEMENTAL AGREEMENT.** A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

**10-46 SURETY.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

**10-47 TAXIWAY.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

**10-48 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.

**10-49 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 6 hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

## SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

### 20-01 ADVERTISEMENT (Instructions to Bidders).

RECEIPT OF PROPOSALS: The Kentucky Department of Aviation will receive bids for the Lake Barkley State Park Airport Runway 2/20 Rehabilitation until \_\_\_\_\_ at \_\_\_\_\_ which time all bids will be publicly opened and read aloud.

PROJECT: The project consists of the rehabilitation of Runway 2/20 and accompanying taxiway at Lake Barkley State Park Airport. This project includes crack remediation, milling, overlay and reinstallation of runway and taxiway lighting.

OBTAINING CONTRACT DOCUMENTS: Plans and Specifications are on file at the following locations:

Florence & Hutcheson, Inc.  
2550 Irvin Cobb Drive  
Paducah, KY 42003

Associated General Contractors of Western Ky, Inc. (AGC)  
2201 McCracken Blvd.  
Paducah, KY 42001

AGC/McGraw – Hill Construction  
118 Cargo Court  
Louisville, KY 40299

Copies of Plans and Specifications may be obtained at the office of the Engineer, Florence & Hutcheson, Inc. A **\$100.00** non-refundable deposit will be required for each set of documents obtained.

BID SECURITY: A satisfactory Bid Bond executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids or waive any informalities in the bidding. The Owner, upon making a determination to award, shall award the contract to the lowest responsible bidder. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

FEDERAL AID FUNDING: This project will be funded in part by the Airport Improvements Program (AIP). In accordance with Federal requirements, all bidders shall comply with the following provisions:

- Buy American Preferences (Title 49 United States Code, CHAPTER 501)
- Foreign Trade restriction: Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (DOT Regulations 49 CFR PART 30)
- Davis Bacon Act (DOL regulation 29 CFR Part 5)
- Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246 as amended & DOL Regulation 41 CFR PART 60)
- Goals for Minority and Female Participation (41 CFR Part 60-4.2)
- Certification of Nonsegregated Facilities (41 CFR Part 60-1.8)
- Governmentwide Debarment and Suspension and Governmentwide Requirements for Drug-free Workplace (DOT Regulation 49 CFR PART 29)
- Disadvantaged Business Enterprise (49 CFR Part 26)
- Bid Guarantee of 5% (49 CFR Part 18.36(h)(1))
- Performance Bond of 100% (49 CFR Part 18.36(h)(2))
- Payment Bond of 100% (49 CFR Part 18.36(h)(3))

KENTUCKY DEPARTMENT OF AVIATION

By \_\_\_\_\_

Title \_\_\_\_\_

## **20-02 SUPPLEMENTARY PROVISIONS.**

**FEDERAL AVIATION ADMINISTRATION REQUIREMENTS:** This project will be funded in part by the Airport Improvements Program (AIP). In accordance with Federal requirements, all bidders shall also comply with the following provisions:

- Lobbying and Influencing Federal Employees (49 CFR Part 20)
- Access to Records and Reports (49 CFR Part 18.36(i))
- Rights to Inventions (49 CFR Part 18.36(i)(8))
- Energy Conservation Requirements (49 CFR Part 18.36)
- Civil Rights Act of 1964, Title VI – Contractual Requirements (49 CFR Part 21)
- Airport and Airway Improvement Act of 1982 (Section 520 – General Civil Rights Provision)
- Veteran’s Preference (Title 49 U.S.C. 47112(c))
- Certification of Nonsegregated Facilities – Notice for Subcontractors (41 Part 60-1.8)
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (41 CFR Part 60.4.3)
- E.E.O. Compliance (41 CFR Part 18.36(i)(2))
- Requirement for Affirmative Actions to Ensure E.E.O. (41 CFR Part 60-2)
- Termination of Contract (49 CFR Part 18.36(i)(2))
- Breach of Contract Terms (49 CFR Part 18.36(i))
- Contract Workhours and Safety Standards Act Requirements (29 CFR Part 5)
- Clean Air and Water Pollution Control (49 CFR Part 18.36(i)(12))

**20-03 PREQUALIFICATION OF BIDDERS.** Each bidder shall furnish the Owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder’s past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder’s financial resources and liabilities as of the last calendar year or the Contractor’s last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder’s financial responsibility has changed, the bidder shall qualify the public accountant’s statement or report to reflect his/her (bidder’s) true financial condition at the time such qualified statement or report is submitted to the Owner.

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

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

**20-04 CONTENTS OF PROPOSAL FORMS.** The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

A. **BID PROPOSAL SUBMITTAL**

As a compliment to Section 20, a complete and responsive Bid Proposal will consist of the following items (Forms for items 1-4 can be found in **Supplement A – Proposal Forms**,

included in this Project Manual):

1. Two copies of detached Bid Form
2. One copy of detached Bid Criteria Sheet
3. One copy of detached Bid Bond Form (with appropriate bonds, Power of Attorney, etc.)
4. DBE Forms
5. Buy American Certification
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
7. Certification of Non-Segregated Facilities
8. Trade Restriction Certification
9. Safety Plan
10. Construction Monitoring Plan (QC/QA Plan)

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

**20-05 ISSUANCE OF PROPOSAL FORMS.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

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

**20-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

**20-07 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. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

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 he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

**20-08 PREPARATION OF PROPOSAL.** The bidder shall submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

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

**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. The Owner, upon making a determination to award, shall award the contract to the lowest responsible bidder.

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

**20-10 BID GUARANTEE.** Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner. (*See Form Included in Supplement A*)

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

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

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

**20-14 DISQUALIFICATION OF BIDDERS.** A bidder shall be considered disqualified for any of the following reasons:

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

**20-15 CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8**

**A. Notice to Prospective Federally Assisted Construction Contractors**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**B. Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**20-16 BID GUARANTEE.** In the event that the federal and state requirements referenced in this Contract conflict, the more stringent shall govern.

END OF SECTION 20

## **SECTION 30 AWARD AND EXECUTION OF CONTRACT**

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

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

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

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

**30-02 AWARD OF CONTRACT.** The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

**30-03 CANCELLATION OF AWARD.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.

**30-04 RETURN OF PROPOSAL GUARANTY.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contracts bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

**30-05 REQUIREMENTS OF CONTRACT BONDS.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the

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

**30-06 EXECUTION OF CONTRACT.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

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

**30-08 FAILURE TO EXECUTE CONTRACT.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

**30-09 PROJECT MEETINGS AND COORDINATION.** A preconstruction conference will be call by the engineer at a time convenient to the owner and before the issuance of the notice to begin work. The Engineer and the Contractor and such Subcontractors as the Contractor may desire shall attend this meeting with the owner. The Owner and /or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

**30-10 STORMWATER POLLUTION PREVENTION PLAN.** The Contractor shall note that storm water and precipitation runoff from construction activities is regulated by the Kentucky Division of Water and that construction sites where soils are disturbed are required to be permitted in accordance with the current KPDES Storm Water General Permit for Construction Activities. This regulation is mandated by Title 40 CFR 122.26. The Contractor shall be responsible for the preparation (permit to be obtained in the Owner's name), fees, implementation, records, and all other requirements of the Stormwater Pollution Prevention Plan (SWPPP). The Contractor shall be responsible to the Owner for the payment of any fines that may be imposed upon the Owner for failure to follow stormwater regulations and/or the SWPPP. The SWPPP shall be submitted to the Owner for review and signature prior to construction. The regulation may allow an exemption for some construction sites under a certain size. However, the exemption is not automatic and does not relieve the Contractor from contacting the Kentucky Division of Water and making his own arrangements for such an exemption. The Contractor shall have a valid permit in place or shall provide evidence of an exemption to the Owner before any construction begins. There will be no separate measurement or payment for any facilities, materials, or equipment needed by the Contractor to comply with the permit.

**30-11 INSURANCE.** The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by any directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- d. claims for damages insured by usually personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of

- such person by the Contractor, or (2) by any other person; and
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
  - f. certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Owner.
  - g. the Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as specified in the special provisions.
  - h. the Contractor shall secure, if applicable, "all risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall be no less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, the engineer, and the Owner.

**30-12 WAGE RATES.** The Kentucky Labor Cabinet and Davis Bacon wage rates are applicable as shown on the following pages. The Contractor shall use the larger of the two rates.

END OF SECTION 30

## **SECTION 40 SCOPE OF WORK**

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

**40-02 ALTERATION OF WORK AND QUANTITIES.** The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

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

It is here noted that this AIP contract and all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor and the KY Department of Labor. The applicable wage rates can be found in Part 1 of the contract documents.

**40-03 OMITTED ITEMS.** The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

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

**40-04 EXTRA WORK.** Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, he may order the Contractor to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

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

**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. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her Subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her 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.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. 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.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

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

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

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

**40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his/her 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., he shall request the Engineer's approval in advance of such use.

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

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

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

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

**40-08 FINAL CLEANING UP.** 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. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

END OF SECTION 40

## **SECTION 50 CONTROL OF WORK**

**50-01 AUTHORITY OF THE ENGINEER.** The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

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

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

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

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

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

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

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

**50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A

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

From time to time, discrepancies within cited standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, he shall immediately call upon the Engineer for his/her 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, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

#### LIST OF SPECIAL PROVISIONS

- a. Reference is hereby given to SUPPLEMENT B of the Project Manual, which contains the following FAA Advisory Circulars:
  - 1. AC 150/5210-5D
  - 2. AC 150/5370-10F
  - 3. AC 150/5200-18C
  - 4. AC 150/5340-30F
  - 5. AC 150/5345-28G
  - 6. AC 150/5345-47B
  - 7. AC 150/5320-6E
  - 8. AC 150/5370-2F
  - 9. AC 150/5380-6B
  - 10. AC 150/5340-1K
  - 11. AC 150/5345-7E
  - 12. AC 150/5345-42F
  - 13. AC 150/5345-46D
- b. Reference is hereby given to APPENDIX A of the Project Manual – KY Superpave Standards

**50-04 COOPERATION OF CONTRACTOR.** The Contractor will be supplied with five copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

Prior to initiating construction on this project, the Contractor will be required to provide a detailed and annotated video of the project site. The video shall be clear with locations defined and focus on existing surface conditions in an effort to alleviate disagreements regarding final restoration of the project.

**50-05 COOPERATION BETWEEN CONTRACTORS.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

**50-06 CONSTRUCTION LAYOUT AND STAKES.** The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

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

The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

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

Construction Staking and Layout includes but is not limited to:

Clearing and Grubbing perimeter staking.

Rough Grade slope stakes at 100-foot stations.

Drainage Swales slope stakes and flow line blue tops at 50-foot stations.

Subgrade blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:

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

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

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

Pavement areas:

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

Fence lines at 100-foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASIs, PAPIs, REILs, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

Painting and Striping layout (pinned with 1.5 in PK nails) marked for paint Contractor. (All nails shall be removed after painting)

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

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

**50-07 AUTOMATICALLY CONTROLLED EQUIPMENT.** Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

**50-08 AUTHORITY AND DUTIES OF INSPECTORS.** Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

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

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

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

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

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

**50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

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

No removal work made under provision of this subsection shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, 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 forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

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

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

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

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

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

**50-13 FAILURE TO MAINTAIN THE WORK.** Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

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

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

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

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

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

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

**50-17 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES.** Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the Contractor and his Subcontractors, or between the Contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the Contractor.

END OF SECTION 50

## SECTION 60 CONTROL OF MATERIALS

**60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

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

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

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

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

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

**\*For reference to specific airport lighting equipment, see the Project Plans Sheet CD4**

**60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

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

The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis.

After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 CERTIFICATION OF COMPLIANCE.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

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

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

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

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

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

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

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

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

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

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

**60-05 STORAGE OF MATERIALS.** Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be

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

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

**60-06 UNACCEPTABLE MATERIALS.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

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

**60-07 OWNER FURNISHED MATERIALS.** The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

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

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

END OF SECTION 60

## **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. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her 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 prosecution 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, he shall provide for such use by suitable legal agreement with the patentee or Owner. The Contractor and the surety shall indemnify and save 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 prosecution or after the completion of the work.

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

**None**

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

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

**70-05 FEDERAL AID PARTICIPATION.** For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the

requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

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

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

**70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

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

**70-07 PUBLIC CONVENIENCE AND SAFETY.** The Contractor shall control his/her operations and those of his/her Subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

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

**70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 in high. Unless otherwise specified, barricades shall be spaced not more than 25 feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

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

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

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

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

Open-flame type lights shall not be permitted within the air operations areas of the airport.

**70-09 USE OF EXPLOSIVES.** When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

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

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

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

**70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have 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, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

**70-11 RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suits, actions, or claims for injuries or damages as aforesaid 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 is adequately protected by public liability and property damage insurance.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Owner.

**\*See Insurance form included in Supplement A: Proposal Forms**

**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 the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC.** Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

**\*For reference to general project phasing, see the Project Plans Sheet G1**

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

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

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

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

Contractor shall refer to the approved safety plan to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

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

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for

normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.** As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

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

**\*For reference to existing utility information, see the Project Plans Sheet C1**

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 his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

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

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

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

The Contractor's failure to give the two day's notice hereinabove provided 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 excavation methods acceptable to the Engineer within 3 feet (90 cm) 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, he shall immediately notify the proper authority and the Engineer and shall take all reasonable

measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility Owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility Owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

**70-15.1 KDA FACILITIES AND CABLE RUNS.** The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the KDA. The Contractor, during the prosecution of the project work, shall comply with the following:

- a. The Contractor shall permit KDA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing KDA owned facilities.
- b. The Contractor shall notify the above named KDA Airway Facilities Point-of-Contact seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
- c. If prosecution of the project work requires a facility outage, the Contractor shall contact the above named KDA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.
- d. If prosecution of the project work results in damages to existing KDA equipment or cables, the Contractor shall repair the damaged item in conformance with KDA Airway Facilities' standards to the satisfaction of the above named KDA Point-of-Contact.
- e. If the project work requires the cutting or splicing of KDA owned cables, the above named KDA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The KDA reserves the right to have a KDA Airway Facilities representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with KDA Airway Facilities' specifications and require approval by the above named KDA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that KDA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by KDA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

**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 to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 NO WAIVER OF LEGAL RIGHTS.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part

of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

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

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

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume his/her 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 modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

## **SECTION 80 PROSECUTION AND PROGRESS**

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

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

The Contractor shall perform, with his organization, an amount of work equal to at least **30%** percent of the total contract cost.

**80-02 NOTICE TO PROCEED.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

**80-03 PROSECUTION AND PROGRESS.** Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

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

**80-04 LIMITATION OF OPERATIONS.** The Contractor shall control his/her operations and the operations of his/her Subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS (AOA) of the airport.

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

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified

communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

**AOA – Lake Barkley State Park Airport Runway 2-20**

**Time periods AOA can be closed – 60 calendar days**

**Control Authority – Kentucky Department of Aviation**

*The AOA for this project will be closed for a maximum of 60 consecutive calendar days for construction. No additional coordination will be required for intermittent opening and closing of the AOA.*

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

**80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION.** All Contractors' operations shall be conducted in accordance with the project safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures 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 safety plan and that they implement and maintain all necessary measures.

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

**80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

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

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to met requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

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

**80-06 TEMPORARY SUSPENSION OF THE WORK.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

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

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

**80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME.** The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

- a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the

number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

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

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

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- b.** CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonwork days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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

- c.** When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer

for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

**80-08 FAILURE TO COMPLETE ON TIME.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages (**equivalent to \$300 per calendar day**) will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

The maximum construction time allowed for Schedules will be the sum of the time allowed for individual schedules but not more than **90 calendar days**.

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

**80-09 DEFAULT AND TERMINATION OF CONTRACT.** The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
- b. Fails to perform the work or fails to provide sufficient workers, equipment 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 prosecution 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 him unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay,

neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

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

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

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

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

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

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

**80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS.** The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations.

END OF SECTION 80

## SECTION 90 MEASUREMENT AND PAYMENT

**90-01 MEASUREMENT OF QUANTITIES.** All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

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

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of in.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

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

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60 °F (15 °C) or will be corrected to the volume at 60 °F (15 °C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

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

**90-02 SCOPE OF PAYMENT.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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

**90-03 COMPENSATION FOR ALTERED QUANTITIES.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 PAYMENT FOR OMITTED ITEMS.** As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

**90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK.** Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- a. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
- c. **Statement.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
  - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
  - (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
  - (3) Quantities of materials, prices, and extensions.
  - (4) Transportation of materials.
  - (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

**90-06 PARTIAL PAYMENTS.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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

From the total of the amount determined to be payable on a partial payment, {insert amount of retainage, not to exceed 10 percent} percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance {(insert balance)} of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95 percent of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

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

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

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

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

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

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

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

**90-08 PAYMENT OF WITHHELD FUNDS.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

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

**90-09 ACCEPTANCE AND FINAL PAYMENT.** When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

## SECTION 100 CONTRACTOR QUALITY CONTROL PROGRAM

**100-01 GENERAL.** When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from Subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

### 100-02 DESCRIPTION OF PROGRAM.

- a. **General Description.** The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by Subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- b. **Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least **5** calendar days before the **Pre-Construction meeting**.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule

- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

**100-03 QUALITY CONTROL ORGANIZATION.** The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. **Program Administrator.** The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

- (1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
- (2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
- (3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans

and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

- b. Quality Control Technicians.** A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

- c. Staffing Levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

**100-04 PROJECT PROGRESS SCHEDULE.** The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

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

**100-05 SUBMITTALS SCHEDULE.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

**100-06 INSPECTION REQUIREMENTS.** Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.
- b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

**100-07 QUALITY CONTROL TESTING PLAN.** As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or AASHTO test number, as applicable)
- e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

**100-08 DOCUMENTATION.** The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

- a. Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and Subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:
- (1) Technical specification item number and description;
  - (2) Compliance with approved submittals;
  - (3) Proper storage of materials and equipment;
  - (4) Proper operation of all equipment;
  - (5) Adherence to plans and technical specifications;
  - (6) Review of quality control tests; and
  - (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

- b. Daily Test Reports.** The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:
- (1) Technical specification item number and description
  - (2) Test designation
  - (3) Location
  - (4) Date of test
  - (5) Control requirements
  - (6) Test results
  - (7) Causes for rejection
  - (8) Recommended remedial actions
  - (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

**100-09 CORRECTIVE ACTION REQUIREMENTS.** The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

**100-10 SURVEILLANCE BY THE ENGINEER.** All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or Subcontractor's work.

**100-11 NONCOMPLIANCE.**

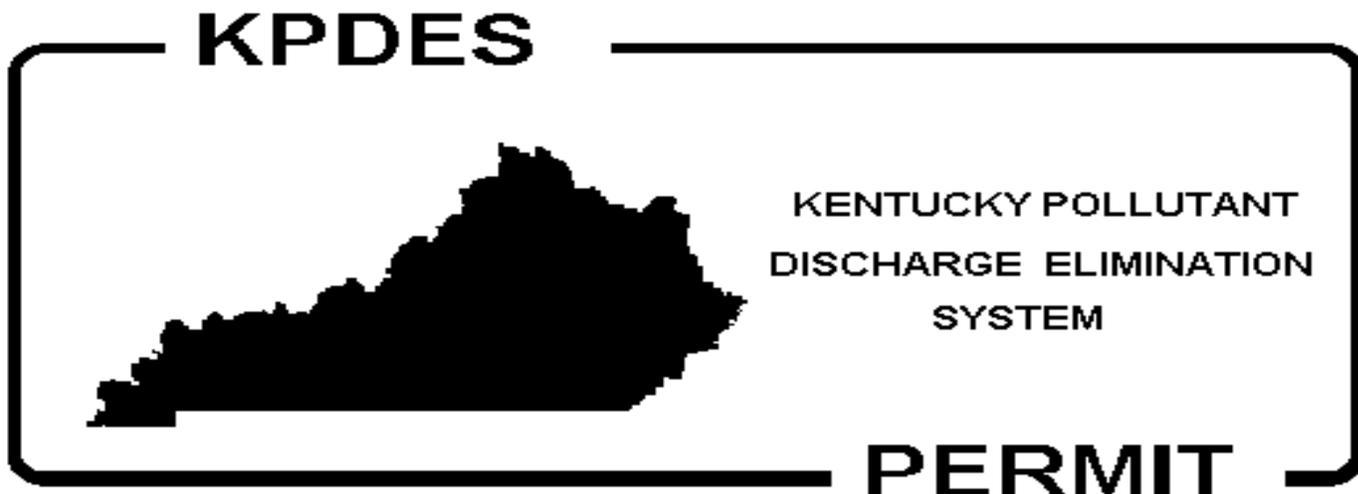
- a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.
- b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:
  - (1) Order the Contractor to replace ineffective or unqualified quality control personnel or Subcontractors.
  - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

**100-12 GUARANTY.**

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustment, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

END OF SECTION 100

**STORMWATER  
GENERAL PERMIT**



PERMIT NO.: KYR100000  
AI NO.: 35050

**AUTHORIZATION TO DISCHARGE UNDER THE  
KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM**

Pursuant to Authority in KRS 224,

this permit is applicable to stormwater discharges associated with construction activities that meet the eligibility requirements of this permit. This permit applies to stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance. Non-contiguous construction activities (i.e. activities separated by at least 0.25 miles that disturb more than one (1) acre shall be considered independent activities.

The permittee is authorized to discharge from a facility located within the Commonwealth of Kentucky to receiving waters named:

Those water bodies of the Commonwealth that comprise the Mississippi and Ohio River basins and sub-basins within the political and geographic boundaries of Kentucky

in accordance with effluent limitations, monitoring requirements, and other conditions set forth in PARTS I, II, III and IV hereof. The permit consists of this cover sheet, PART I 8 pages), PART II 11 pages. PART III 8 pages and PART IV 2 pages

This permit shall become effective on August 1, 2009.  
This permit and the authorization to discharge shall expire at midnight,  
July 31, 2014.

A handwritten signature in black ink, appearing to read "Peter T. Goodmann".

July 1, 2009  
Date Signed

Peter T. Goodmann, Assistant Director  
Division of Water

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## I GENERAL INFORMATION

### A. Definitions of Terms and Acronyms

The Division of Water is providing definitions of commonly used terms in this Permit for the convenience of the reader and to provide clarity of the terms. Some of these terms were extracted from other sources including EPA's Construction General Permit without modification and some have been modified to reflect specific Kentucky Revised Statute requirements. Beside each such definition in italics the source of the definition will be cited.

**"As Soon As Practical"** for the purposes of this permit means at the earliest possible time when external factors such as inclement weather would not prevent completion of the task.

**"Bankfull Elevation"** for the purposes of this permit means the water level, or stage, at which a stream, river, or lake is at the top of its banks and any further rise would result in water moving into the flood plain (*NOAA Glossary*).

**"Best Management Practices" (BMPs)** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the Commonwealth. BMPs also include treatment requirements, operating procedures, and practice to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. (*EPA CGP*)

**"Cold Water Aquatic Habitats" or "CAH"** means those "waters of the Commonwealth" that meet the criterion of 401 KAR 10:031, Section 4(2) and have been listed in 401 KAR 10:026, Section 5.

**"Commencement of Construction Activities"** means the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction-related activities (e.g., stockpiling of fill material). (*EPA CGP*)

**"Common Plan of Development or Sale"** for the purposes of this permit means any announcement or piece of documentation (e.g., sign, public notice, or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (e.g., boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. Where discrete construction projects within a larger common plan of development or sale are located 0.25 mile or more apart and the area between the projects is not being disturbed, each individual project can be treated as a separate plan of development or sale provided any interconnecting road, pipeline or utility project that is part of the same "common plan" is not concurrently being disturbed.

**"Construction and Construction-related activities"** include all clearing, grading, excavation, and stockpiling activities that will result in the disturbance of one or more acres of land area. Construction does not include routine earth disturbing activities that are part of the normal day-to-day operation of a completed facility (e.g., daily cover for landfills, maintenance of gravel roads or parking areas, landscape maintenance, etc). Also, it does not include activities under a State or Federal reclamation program to return an abandoned property into an agricultural or open land use.

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**"Control Measure"** as used in this permit, refers to any BMP or other method used to prevent or reduce the discharge of pollutants to waters of the Commonwealth. (*modified EPA CGP*)

**"Co-permittees"** means when two or more operators are required to jointly file a single Notice of Intent (NOI) to obtain joint authorization. Co-permittees may be found on larger common plans of development or sale.

**"Critical Areas"** for the purposes of this permit means areas within 25 feet of, and on a positive slope toward a water of the Commonwealth.

**"Discharge"** when used without qualification means the "discharge of a pollutant." (*EPA CGP*)

**"Discharge of Stormwater Associated with Construction Activity"** as used in this permit refers to a discharge of pollutants in stormwater from areas where soil disturbing activities (e.g., clearing, grading, or excavation), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck chute washdown, fueling), or other industrial stormwater directly related to the construction process (e.g., concrete or asphalt batch plants) are located. (*EPA CGP*)

**"Edge of the Receiving Water"** for the purposes of this permit is defined as the bankfull elevation of a water of the Commonwealth.

**"Eligible"** means qualified for authorization to discharge stormwater under this general permit. (*EPA CGP*)

**"Equivalent Analysis Waiver"** means a waiver, available only to "small construction activities" which discharge to non-impaired waters only, that is based on the applicant performance of an equivalent analysis using existing in-stream concentrations, expected growth in pollutant concentrations from all sources, and a margin of safety.

**"Exceptional Waters" or "EW"** means those "waters of the Commonwealth" that have been listed in Table 2 of 401 KAR 10:030, Section 1(2).

**"Facility or Activity"** means any "point source" or other facility or activity (including land or appurtenances thereto) that is subject to regulation under the KPDES program. (*EPA CGP*)

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**"Final Stabilization"** means that:

1. All soil disturbing activities at the site have been completed and either of the two following criteria are met:
  - c. a uniform(e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or
  - d. equivalent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
2. For individual lots in residential construction, final stabilization means, that either :
  - e. The homebuilder has completed final stabilization as specified above, or
  - f. The homebuilder has established temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for, and benefits of, final stabilization.
- 3 For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land, staging area for highway construction, etc.) final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural uses. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to waters of the Commonwealth and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization criteria in item 1. (*modified EPA CGP*)

**"High Quality Waters" or "HQW"** means those "waters of the Commonwealth" that have categorized by the Division of Water as high quality pursuant to the requirements of 401 KAR 10:030, Section 1(3).

**"Impaired Waters" or "IW"** means those "waters of the Commonwealth" that have been categorized by the Division of Water as impaired for applicable designated uses and have been identified pursuant to 33 U.S.C. 1315(b) and listed in the most recently approved 305(b) report.

**"Large Construction Activity"** is defined at 401 KAR 5:002, Section 1(292). A large construction activity includes clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than five acres of land or will disturb less than five acres of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than five acres. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity or original purpose of the site. (*modified EPA CGP*)

**"Municipal Separate Storm Sewer System" or "MS4"** is defined at 401 KAR 5:002, Section 1(188). Means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

1. Owned and operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated

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- and approved management agency under section 208 of the CWA that discharges to waters of the Commonwealth;
2. Designed or used for collecting or conveying stormwater;
  3. Which is not a combined sewer; and
  4. Which is not part of Publicly Owned Treatment Works (POTW) as defined in 40 CFR § 122.2. (*modified from EPA CGP*)

**"New Project"** means the "commencement of construction activities" occurs after the effective date of this permit. (*EPA CGP*)

**"Ongoing Project"** means the "commencement of construction activities" occurred before the effective date of this permit (*modified EPA CGP*)

**"Operator"** means any party associated with a construction project that meets either of the following two criteria:

3. The party has operational control over either the construction plans and specifications, including the ability to make modifications to those plans and specifications; or
4. The party has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a storm water pollution prevention plan (SWPPP) for the site or other permit conditions (e.g., they are authorized to direct workers at the site to carry out activities required by the SWPPP or comply with other permit conditions). (*modified EPA CGP*)

**"Outstanding National Resource Waters" or "ONRW"** means those "waters of the Commonwealth" that have been listed in Table 1 of 401 KAR 10:030, Section 1(1).

**"Outstanding State Resource Waters" or "OSRW"** means those "waters of the Commonwealth" that meet the criterion of 401 KAR 10:031, Section 8.

**"Owner or operator"** means the owner or operator of any "facility or activity" subject to regulation under the KPDES program. (*modified EPA CGP*)

**"Permittee"** for the purpose of this permit means the operator who obtains authorization under this permit.

**"Person"** means an individual, trust, firm, joint stock company, corporation (including a government corporation), partnership, association, federal agency, state agency, city, commission, political subdivision of the Commonwealth, or any interstate body. (*KRS 244.01-010(17)*)

**"Point Source"** means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or a agricultural stormwater runoff. (*401 KAR 5:002 (222) & EPA CGP*)

**"Pollutant"** means and includes dredged spoil, solid waste, incinerator residue, sewage, sewage sludge, garbage, chemical, biological or radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, industrial, municipal or agricultural waste, and any substance resulting from the development, processing, or recovery of any natural resource which may be discharged into water. (*KRS 244.01-010(35)*)

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**"Rainfall Erosivity Factor" or "R Factor"** means a measure of the erosive force and intensity of rain in a normal year. Two components of the factor are total energy and the maximum 30-min intensity of storms. The R-Factor is the sum of the product of these two components for all major storms in the area during an average year. (*USDA Handbook 703*)

**"Rainfall Erosivity Waiver"** means a waiver, available only to "small construction activities", that is based on the "rainfall erosivity" factor for the project.

**"Receiving Water"** means the "water of the Commonwealth" as defined in KRS 224.01-010 (33) into which the regulated stormwater discharges. (*modified EPA CGP*)

**"Revised Universal Soil Loss Equation or RUSLE"** means an equation used to predict soil loss in an area. (*USDA Handbook 703*)

**"Runoff Coefficient"** means the fraction of total rainfall that will appear at the conveyance as runoff. (*EPA CGP*)

**"Site"** means the land or water area where any "facility or activity" is physically located or conducted, including adjacent land use in connection with the facility or activity. (*EPA CGP*)

**"Small Construction Activity"** is defined at 401 KAR 5:002, Section 1(293). A small construction activity includes clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than one acre and less than five acres of land or will disturb less than one acre of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less five acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity or original purpose of the site. (*modified EPA CGP*)

**"Stormwater"** means storm water run-off, snow melt run-off, and surface run-off and drainage. (*EPA CGP*)

**"Stormwater Discharge Related Activities"** as used in this permit include: activities that cause, contribute to, or result in stormwater point source pollutant discharges, including but not limited to: excavation, site development, grading and other surface disturbance activities; and measures to control stormwater including the siting, construction and operation of BMPs to control, reduce or prevent stormwater pollution. (*EPA CGP*)

**"Stormwater Pollutant Prevention Plan (SWPPP)"** means a site-specific, written document that: (1) identifies potential sources of stormwater pollution at the construction site; (2) describes practices to reduce pollutants in stormwater discharges from the construction site; and identifies procedures the operator will implement to comply with the terms and conditions of a construction general permit. (*modified EPA Developing Your Stormwater Pollution Prevention Plan Guide For Construction Sites [Interim] January 2007*).

**"TMDL Wavier"** means a waiver, available only to "small construction activities", based on an EPA established or approved TMDL.

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**"Total Maximum Daily Load" or "TMDL"** means the sum of the individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for nonpoint sources and natural background. If a receiving water has only one point source discharger, the TMDL is the sum of that point source WLA plus the LAs for any nonpoint source pollution and natural background sources, tributaries, or adjacent segments. TMDLs can be expressed in terms of mass per time, toxicity, or other appropriate measure. (EPA CGP)

**"Water or Waters of the Commonwealth"** as defined in KRS 224.01-010(33) means and includes any and all rivers, streams, creeks, lakes, ponds, impounding reservoirs, springs, wells, marshes, and all other bodies of surface or underground water, natural or artificial, situated wholly or partly within or bordering upon the Commonwealth or within its jurisdiction. (KRS 244.01-010(33))

**"Water Pollution"** means the alteration of the physical, thermal, chemical, biological, or radioactive properties of the waters of the Commonwealth in such a manner, condition, or quantity that will be detrimental to the public health or welfare, to animal or aquatic life or marine life, to the use of such waters as present or future sources of public water supply or to the use of such waters for recreational, commercial, industrial, agricultural, or other legitimate purposes. (KRS 244.01-010(34))

**"2-year, 24-hour event"** means mean the maximum 24-hour precipitation event with a probable recurrence interval of once in two (2), years, respectively, as defined by the National Weather Service and Technical Paper No. 40, "Rainfall Frequency Atlas of the U.S.," May 1961, or equivalent regional or rainfall probability information developed there from.

**"305 (b) Report"** means the approved biennial Clean Water Act Integrated Water Quality Report to Congress, §305(b).

**"401 Water Quality Certification"** means the certification issued by a state in response to a federally issued permit. In this case the certification DOW issues in response to a COE §404 permit.

**"404 Permit"** means the permit issued by the United States Army Corps of Engineers (USACE) for activities that discharge dredged or fill material into the navigable waters.

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**ACRONYMS**

BMP	-	Best Management Practices
CAH	-	Cold Water Aquatic Habitat
CPESC	-	Certified Professional in Erosion and Sediment Control
CESSWI	-	Certified Erosion, Sediment and Stormwater Inspector
CPSWQ	-	Certified Professional in Stormwater Quality
CWA	-	Clean Water Act
DOW	-	Division of Water
EPA CGP	-	Environmental Protection Agency Construction General Permit
EW	-	Exceptional Water
HQW	-	High Quality Water
IW	-	Impaired Water
KEPSC	-	Kentucky Erosion Prevention and Sediment Control Course
KYTC	-	Kentucky Transportation Cabinet
MS4	-	Municipal Separate Storm Sewer System
NOI-SWCA	-	Notice of Intent - Stormwater Construction Activities
NOT	-	Notice of Termination
NOAA	-	National Oceanic and Atmospheric Administration
ONRW	-	Outstanding National Resource Water
OSRW	-	Outstanding State Resource Water
RUSLE	-	Revised Universal Soil Loss Equation
SWPPP	-	Stormwater Pollution Prevention Plan
TMDL	-	Total Maximum Daily Load

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**B. Eligible Activities**

1. This permit authorizes stormwater discharges from construction-related activities that result in a cumulative land disturbance of equal to or greater than one acre, or in the case of a common plan of development contiguous construction activities that cumulatively equal one (1) acre or more of disturbance, where those discharges enter surface waters of the Commonwealth or a Municipal Separate Storm Sewer System (MS4). Non-contiguous construction activities (i.e. activities separate by at least ¼ mile), that disturb more than one (1) acre, shall be considered independent activities.
2. The Kentucky Division of Water (DOW) is also making this permit available, for stormwater discharges from any other construction activity, those disturbing less than one acre, designated by DOW based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to waters of the Commonwealth.
3. If project will discharge directly to waters designated as High Quality Waters for antidegradation purposes under 401 KAR 10:030 the Division of Water may notify the applicant that additional analyses, control measures, or other permit conditions are necessary to comply with the applicable antidegradation requirements, or notify the applicant that an individual permit application is necessary.

**C. Limitations on Coverage**

This permit does not authorize the discharge of stormwater runoff from construction projects that:

1. Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan;
2. Any operation that the DOW determines an individual permit would better address the discharges from that operation;
3. Discharges to an Impaired Water listed in the most recent §305(b)/303(d) Integrated Report, as impaired for sediment and for which an approved TMDL has been developed, to a Cold Water Aquatic Habitat, to an Exceptional Water, to an Outstanding National Resource Water, or to an Outstanding State Resource Water.

**D. Permitting Action**

The DOW is reissuing the KPDES Stormwater General Permit (KYR10) for those construction activities:

1. Are new or expanded activities, and the cumulative disturbance is greater than one (1) acre, or where required by DOW for smaller sites;
2. Authorized under the previous KYR10 general permit; and
3. For which a Notice of Intent (NOI) was submitted between September 30, 2007 and the date of issuance of this permit.

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## II PERMIT REQUIREMENTS

### A. Stormwater Pollution Prevention Plan (SWPPP)

The permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP) and implement the SWPPP at the commencement of construction disturbance. All operators working on this project are required to comply with the SWPPP or obtain separate coverage under this permit. For KYTC projects, the Best Management Practices Plan shall serve as the SWPPP.

The SWPPP shall include erosion prevention measures, sediment controls measures, and other site management practices necessary to prevent the discharge of sediment and other pollutants into waters of the Commonwealth that are adequately protective to minimize receiving waters from being degraded and failing to supportive their designated uses. These sediment controls measures including retention basins, erosion control measures, and other site management practices are required to be properly selected based on site-specific conditions, and installed and maintained to effectively minimize such discharges for storm events up to an including a 2-year, 24-hour event. Permittees are encouraged to design the site, the erosion prevention measures, sediment controls measures, and other site management practices with an eye toward minimizing post-construction stormwater runoff, including facilitating the use of low-impact technologies.

KYTC projects shall, at a minimum, utilize the Kentucky 2008 Standards Specifications for Road and Bridge Construction published by the Transportation Cabinet, Department of Highways, as a means of establishing sediment controls measures, erosion control measures, and other site management practices for this permit coverage.

The Stormwater Pollution Prevention Plan (SWPPP) shall contain the following:

1. A site description that identifies sources of pollution to stormwater discharges associated with construction activity on site; and
2. A description of the erosion prevention measures, sediment controls measures, and other site management practices used at the site to prevent or reduce pollutants in stormwater discharges to ensure compliance with the terms and conditions of this permit. All stormwater controls shall be developed and implemented in accordance with sound practices and shall be developed specific to the site. The goal of these devices should be 80% removal of Total Suspended Solids that exceed predevelopment levels. (For purposes of guidance/technical assistance, the reader is referred to the Kentucky Erosion Prevention and Sediment Control Field Guide and the (Draft) Kentucky Best Management Practices Technical Manual located on DOW's Stormwater Webpage at:  
<http://www.water.ky.gov/permitting/wastewaterpermitting/KPDES/storm/>)
3. For a common plan of development a comprehensive SWPPP shall be prepared that addresses all construction activities within the common plan of development. Each individual site operator shall be a signatory of the SWPPP and shall not conduct activities that are not consistent with the SWPPP or result in the failure or ineffectiveness of the sediment controls measures, erosion control measures, and other site management practices implemented. Otherwise, an operator not utilizing the SWPPP for the common plan of development shall seek coverage under this permit or an individual permit and develop a SWPPP for those separate activities.

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## 1. Site Description

The SWPPP shall be based on an accurate assessment of the potential for generating and discharging pollutants from the site. Hence, the permit requires a description of the site and intended construction activities in the SWPPP in order to provide a better understanding of the characteristics of site runoff. At a minimum, the SWPPP shall describe the nature of the construction activity, including:

- a. The function of the project (e.g., box store, strip mall, shopping mall, school, electrical transmission line, oil or natural gas pipeline, factory, industrial park, residential development, transportation construction, etc.);
- b. The intended significant activities, presented sequentially, that disturb soil over major portions of the site (e.g., grubbing, excavation, grading);
- c. Estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading or other activities, including off-site borrow/fill areas; and
- d. Provide a description of the water quality classification of the receiving water(s).

## 2. Site Map

The SWPPP shall contain a legible site map of sufficient scale to depict the following:

- a. Property boundary of the project, If subdivided, show all lots and indicate on which lots construction activities will occur.
- b. Anticipated drainage patterns and slopes after major grading activities, including impervious structures;
- c. Areas of soil disturbance and areas that will not be disturbed including fill and borrow areas;
- d. Locations and types of sediment control measures, erosion control measures, planned stabilization measures, and other site management practices;
- e. Locations of surface waters, including wetlands, and riparian zones;
- f. Locations of karst features such as sinkholes, springs, etc.;
- g. Locations of discharge points;
- h. Locations of equipment storage areas, materials storage areas including but not limited to top soil; storage, fuels, fertilizers, herbicides, etc.;
- i. Location of concrete wash out areas, waste management areas, area of site egress;
- j. If applicable, locations where final stabilization has been accomplished and no further construction-phase permit requirements apply; and
- k. Other major features and potential pollutant sources.

For KYTC projects which have Roadway Plans, locations of BMPs may be recorded and off-set as the BMPs are installed.

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### **3. Other Industrial Activities**

The SWPPP shall provide a description of any discharge associated with industrial activity other than construction (including stormwater discharges from dedicated asphalt plants, concrete plants, etc.) and the location of that activity on the construction site.

### **4. Documentation of Stormwater Controls to Reduce Pollutants**

The SWPPP shall include:

- a. Documentation of the erosion prevention measures, sediment controls measures, and other site management practices designed to site-specific conditions that will be implemented to reduce the pollutants in stormwater discharges from the site and assure compliance with the conditions of the permit.
- b. It is imperative that stabilization be employed as soon as practicable in critical areas. Erosion prevention measures, sediment controls measures, and other site management practices shall be properly selected based on site-specific conditions, and installed and maintained in accordance with sound sediment controls, erosion prevention, or other site management practices and relevant manufacturers' specifications.
- c. The use of erosion control measures is widely recognized as of limiting soil detachment and mobilizing sediment by minimizing the time that bare soil is exposed, preventing the detachment of soil, and reducing the mobilization and transportation of soil particles off site. Selection of erosion control measures will depend on site-specific conditions (e.g. topography, soil types). The SWPPP shall include a description of the general location of, and how and where the following erosion controls measures will be implemented:
  - i. The plan to minimize disturbance and the period of time the disturbed area is exposed without stabilization practices, including:
    1. Minimizing the overall area of disturbed acreage;
    2. Phasing construction so that only a portion of the site is disturbed at any one time; or
    3. Scheduling clearing and grading events to reduce the probability that bare soils will be exposed to rainfall.
  - ii. Managing stormwater flows on the site to avoid stormwater contact with disturbed areas by:
    1. Diversion berms;
    2. Conveyance channels;
    3. Vegetated buffers;
    4. Slope drains; or
    5. Other adequately protective alternate practices.
  - iii. Using energy dissipation approaches to prevent high velocity runoff and concentrated flows that are erosive, by:
    1. Use of vegetated filter strips; or
    2. Other adequately protective alternate practices
  - iv. The practices to be used to minimize exposure of bare soils by covering and stabilization, including:
    1. Vegetative stabilization with annual grasses or other plants;
    2. Geotextiles;
    3. Straw;
    4. Rolled erosion control mats or other products;

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5. Mulch; or
6. Other adequately protective alternate practices.

d. Sediment control measures are used to control and trap sediment that is entrained in stormwater runoff. The SWPPP shall include a description of how and where the following sediment controls measures will be implemented:

- i. Sediment Barriers
  1. Silt fences constructed with filter fabric;
  2. Fiber rolls; or
  3. Other adequately protective alternate practices
- ii. Slope Protection
  1. Tread tracking;
  2. Erosion blankets;
  3. Mulching; or
  4. Other adequately protective alternate practices
- iii. Conduit/Ditch Protection
  1. Inlet protection;
  2. Outlet protection;
  3. Other adequately protective alternate practices
- iv. Stabilizing Drainage Ditches
  1. Check dams;
  2. Lining deep ditches; or
  3. Other protective equivalent practices
- v. Sediment trapping devices used to settle out sediment eroded from disturbed areas, including:
  1. Sediment traps;
  2. Basins; or
  3. Any performance enhancement practices that will be used, such as:
    - a. Baffles;
    - b. Skimmers;
    - c. Electro coagulation;
    - d. Filtration;
    - e. Chemically enhanced settling (e.g. polymers); or
    - f. Other adequately protective alternate practices; or
  4. Other adequately protective alternate practices.
- vi. Perimeter controls, such as:
  1. Silt fences;
  2. Berms;
  3. Swales; or
  4. Other adequately protective alternate practices.

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e. Other Construction and Development Site Management Practices. Construction activity generates a variety of wastes and wastewater, including concrete truck rinsate, municipal solid waste, trash, and other pollutants.

- i. Construction materials shall be handled, stored, maintained, and disposed of properly to avoid contamination of runoff to the maximum extent practicable and as noted below.
- ii. The SWPPP shall describe which practices will be implemented to manage Construction and Development Site wastes and prevent or minimize discharges to surface water, including:
  - a) Protecting construction materials, chemicals, and lubricants from exposure to rainfall;
  - b) Preventing litter, construction debris, and construction chemicals from entering receiving water.
  - c) Limiting exposure of freshly placed concrete to exposure to rainfall that results in runoff;
  - d) Segregating stormwaters and other wastewaters from fuels, lubricants, sanitary wastes, and other chemicals such as pesticides, herbicides, and fertilizers to prevent runoff being contaminated;
  - e) Neat and orderly storage of chemicals, pesticides, herbicides, fertilizers and fuels that are being stored on the site;
  - f) Prompt collection and management of trash and sanitary waste;
  - g) Prompt cleanup of spills of liquids and solid materials that could pose a pollutant risk;
  - h) Regular removal of off-site accumulations of sediment to minimize the potential for discharge; and
  - i) Other adequately protective alternate practices.
- f. A description of all intended alternate protective practices substituting for those practices required by the permit and a demonstration that the alternate practices are adequately protective, including how the substitute practices implement acceptable mitigation measures.
- g. A description of the intended sequence of major stormwater controls and an implementation schedule in relation to the construction process.
- h. A description of interim and permanent stabilization practices, including a schedule of their implementation.
- i. The proposed location(s) of off-site equipment storage, material storage, waste storage and borrow/fill areas.
- j. A proposed construction schedule as a means for the operator(s) and KDOW to determine applicability and implementation status of SWPPP requirements.
- k. A explanation of practices employed to reduce pollutants from construction-related materials that are stored on site, including:

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- a. A description of said construction materials (with updates as appropriate);
- b. A description of pollutant sources from areas untouched by construction; and
- c. A description of stormwater controls that will be implemented in those areas.

**5. Maintenance of Stormwater Controls**

- a. Erosion prevention measures, sediment controls measures, and other site management practices are required to be maintained in an effective, operating condition. The permittee shall develop a schedule of maintenance activities to ensure the proper function of these devices. The USEPA recommends that sediment control devices be maintained at no more than 1/3 capacity to allow for sediment capture.
- b. If site inspections identify sediment controls measures, erosion control measures, and other site management practices that are not operating effectively or otherwise require maintenance, maintenance shall be performed, before the next storm event. If maintenance before the next storm event is impracticable, the required maintenance shall be completed as soon as possible.

**6. Non-Stormwater Discharge Management**

The SWPPP shall identify appropriate pollution prevention measures for each of the following eligible non-stormwater components of the discharge authorized under this permit, when combined with stormwater discharges associated with construction activity.

- a. Discharges from fire-fighting activities;
- b. Fire hydrant flushing;
- c. Waters used for vehicle washing where detergents are not used;
- d. Water used for dust control;
- e. Potable water including uncontaminated water-line flushing;
- f. Routine external building wash down that does not use detergents;
- g. Pavement wash waters where spills or leaks or toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used;
- h. Landscape irrigation;
- i. Clean, non-turbid water-well discharges of groundwater; and
- j. Construction dewatering provided the requirements of this permit are met.

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## 7. Inspections - Permittee Conducted

- a. Permittees shall provide for regular inspections of the site. For purposes of this part, DOW defines "regularly" to mean either
  - i. At least once every seven (7) calendar days, or
  - ii. At least once every fourteen (14) calendar days, and within 24 hours after any storm event of 0.5 inch or greater. (DOW recommends that the permit holder perform a "walk through" inspection of the construction site before anticipated storm events.)
- b. For areas of the site that have undergone temporary or final stabilization inspections shall be conducted at least once a month until the coverage is terminated.
- c. Inspections shall be performed by personnel knowledgeable and skilled in assessing conditions at the construction site that could impact stormwater quality and assessing the effectiveness of erosion prevention measures, sediment controls measures, and other site management practices chosen to control the quality of the stormwater discharges. Inspectors shall have training in stormwater construction management such as KEPSC, CEPSC, CPSWQ, TNEPSC, CESSWI, or other similar training.
- d. Inspectors shall conduct visual inspections to determine:
  - i. Whether erosion prevention measures, sediment controls measures, and other site management practices are:
    - a) properly installed;
    - b) properly maintained;
    - c) effective in minimizing discharges to the receiving water; and
  - ii. Whether excessive pollutants are entering the drainage system.
- e. Visual inspections shall comprise, at a minimum:
  - i. Erosion prevention measures;
  - ii. Sediment controls measures;
  - iii. Other site management practices and points of site egress;
  - iv. Disturbed areas;
  - v. Areas used for storage of materials exposed to precipitation;
  - vi. Discharge points shall be inspected to ascertain whether erosion prevention measures, sediment controls measures, other site management practices and points of site egress are effective in preventing impacts to waters of the Commonwealth. This can be done by inspecting the receiving water bodies for evidence of new erosion and/or the introduction of newly deposited sediment or other pollutants; and
  - vii. If discharge points are inaccessible, then nearby downstream locations shall be inspected.

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For linear construction activities (e.g., utility line installation, pipeline construction), representative inspections are acceptable. This permit allows for inspection of the project 0.25 miles above and below each point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the construction site.

- f. Inspection reports shall be prepared for all inspections and shall be retained with the SWPPP. Inspection reports should include:
- i. The date and of inspection;
  - ii. The name and title of the inspector;
  - iii. A synopsis of weather information for the period since the last inspection (or since commencement of construction activity of the initial inspection performed) including a best estimate of the beginning of each storm event, the duration of each storm event, and the approximate amount of rainfall for each storm event (in inches);
  - iv. Weather conditions and a description of any discharges occurring at the time of the inspection;
  - v. Location(s) of discharges of sediment or other pollutants from the site;
  - vi. Location(s) of sediment controls measures, erosion control measures, or other site management practices that require maintenance;
  - vii. Location(s) of any erosion prevention measures, sediment controls measures, or other site management practices that failed to operate as designed or proved inadequate for a particular location;
  - viii. Location(s) where additional erosion prevention measures, sediment controls measures, or other site management practices are needed that did not exist at the time of the inspection;
  - ix. Identify any actions taken in response to inspection findings; and
  - x. Identify any incidents of non-compliance with the SWPPP.
  - xi. If no incidents of non-compliance with the SWPPP were identified, the report shall contain a certification that the site is in compliance with the SWPPP.
  - xii. The inspection report shall be signed in accordance with the signatory requirements in 401 KAR 5:065, Section 1(11).

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#### **8. Maintaining an Updated Plan**

- a. Stormwater Pollution Prevention Plans (SWPPPs) shall be revised whenever erosion prevention measures, sediment controls measures, or other site management practices are significantly modified in response to a change in design, construction method, operation, maintenance procedure, etc., that may cause a significant effect on the discharge of pollutants to receiving waters or municipal separate storm sewer systems.
- b. For KYTC projects, the BMP Plan shall be revised whenever erosion prevention measures, sediment controls measures, or other site management practices are modified in response to a change in design, construction method, operation, maintenance procedure, etc., that may cause a significant effect on the discharge of pollutants to receiving waters or municipal separate storm sewer systems. The location of BMPs shall be documented in the daily work report for the highway construction project.
- c. The SWPPP shall be amended if inspections or investigations by site staff or by local, state, or federal officials determine that the existing sediment controls measures, erosion control measures, or other site management practices are ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the construction site.
- d. If an inspection reveals design inadequacies, the site description and sediment controls measures, erosion control measures, or other site management practices identified in the SWPPP shall be revised.
- e. All necessary modifications to the SWPPP shall be made within seven (7) calendar days following the inspection unless granted an extension of time by DOW.
- f. If existing sediment controls measures, erosion control measures, or other site management practices need to be modified or if additional sediment controls measures, erosion control measures, or other site management practices are necessary, implementation shall be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation should be documented in the SWPPP and the changes shall be implemented as soon as practicable.

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**9. Signature, Plan Review, and Making Plans Available**

- a. The SWPPP shall be signed and certified in accordance with the signatory requirements in 401 KAR 5:065, Section 1(11).
- b. For KYTC projects, the BMP Plan shall be signed and certified in accordance with the signatory requirements in 401 KAR 5:065, Section 1(11).
- c. A current copy of the SWPPP shall be readily available to the construction site from the date of project initiation to the date of Notice of Termination.
- d. The person with day-to-day operational control over the plan's implementation shall keep a copy of the SWPPP readily available whenever on site (a central location accessible by all on-site operators is sufficient for sites that are part of a common plan of development).
- e. If an on-site location is unavailable to store the SWPPP when no personnel are present, notice of the plan's location shall be posted near the main entrance at the construction site.
- f. The permittee shall make the SWPPP available to DOW or its authorized representative for review and copying during on-site inspection.
- g. The permittee shall make the SWPPP available, upon request, to the Environmental Protection Agency and other federal agencies or their contractor, and local governmental agencies and officials approving sediment and erosion plans, grading plans or stormwater management plans; including the operator of a MS4 receiving discharges from the site.

**B. Minimize Size and Duration of Disturbance**

The permittee shall at all times minimize disturbance and the period of time that the disturbed area is exposed without stabilization practices. In "critical areas" erosion prevention measures such as erosion control mats/blankets, mulch, or straw blown in and stabilized with tackifiers or by treading, etc shall be implemented on disturbed areas within 24 hours or "as soon as practical" after completion of disturbance/grading or following cessation of activities.

**C. Stabilization Requirements**

Final stabilization practices on those portions of the project where construction activities have permanently ceased shall be initiated within fourteen (14) days of the date of cessation of construction activities. Final stabilization shall be initiated on any site where construction activities have been suspended for more than 180 days. In such cases final stabilization practices shall be implemented as soon as practical but not later than 14 days after the 180<sup>th</sup> day of suspended activities.

Temporary stabilization practices on those portions of the project where construction activities have temporarily ceased shall be initiated within fourteen (14) days of the date of cessation of construction activities.

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**D. Buffer Zone**

For discharges to waters categorized as High Quality Waters or Impaired Waters (Non-construction related impairment) permittees are required maintain at a minimum a 25-foot buffer zone between any disturbance and all edges of the receiving water as means of providing adequate protection to receiving waters.

For discharges to waters categorized as Impaired Waters (Sediment impaired, but no TMDL), permittees are required maintain at a minimum a 50-foot buffer zone between any disturbance and all edges of the receiving water as means of providing adequate protection to receiving waters.

If the buffer zone between any disturbance and the edge of the receiving water on all edges of the water body cannot be maintained, an adequately protective alternate practices may be employed. The SWPPP shall explain any alternate practices and how these practices are adequately protective. Such cases include but are not limited to stream crossings and dredge and fill areas. In these cases the permittee shall minimize disturbances in the buffer zones by using hand held or other low-impact equipment.

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### III. NOTICE OF INTENT (NOI-SWCA) REQUIREMENTS

1. An NOI-SWCA shall be submitted by all operators seeking authorization under this permit for stormwater discharges from any construction site.
2. If the project is part of a larger "common plan of development," each project operator is required to obtain coverage for each site, individually or collectively, unless a single operator is developing the entire project.
3. Those persons or activities requiring an individual stormwater permit **shall not** use the NOI-SWCA. Those person seeking an individual permit must use KPDES program Form 1 and Form F which can be located at:

[http://www.water.ky.gov/homepage\\_repository/kpdes\\_permit\\_aps.htm](http://www.water.ky.gov/homepage_repository/kpdes_permit_aps.htm)

#### A. Contents

The NOI-SWCA form requires the following information:

##### 1. Facility Operator Information

- a. Names of All Operators co-permitting under this NOI
- b. Contact information for all operators, including:
  - i. Mailing Address
  - ii. Telephone Number
  - iii. Status of Operators (federal, state, public, or private)
  - iv. Contact Name
  - v. Email address

##### 2. Facility/Site Location Information

- a. Name of Project
- b. Physical Location/Address
- c. Site Latitude (decimal degrees)
- d. Site Longitude (decimal degrees)
- e. County
- f. Nearest Community, if applicable

##### 3. Site Activity Information

- a. **For single projects provide following information:**
  - i. Total number of acres in project
  - ii. Total number of acres to be disturbed
  - iii. Anticipated start date
  - iv. Anticipated completion date
- b. **For "common plans of development" provide the following information:**
  - i. Total number of acres in development;
  - ii. Number of individual lots in development, if applicable;
  - iii. Number of lots to be developed;
  - iv. Total acreage of lots you intend to develop;
  - v. Total acreage you intend to disturb;
  - vi. Number of acres you intend to disturb at any one time;
  - vii. Anticipated start dates; and
  - viii. Anticipated completion dates.

##### 4. If the permitted site discharges to a water body the following information is required:

- a. Name of Receiving Water(s)
- b. Anticipated number of discharge points
- c. Location (Latitude and Longitude in decimal degrees) of anticipated discharge points

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- d. Receiving Water Body Stream-Use Designation
- 5. If the permitted site discharges to an MS4 the following information is required:**
- a. Name of MS4
  - b. Number of discharge points to the MS4
  - c. Latitude and Longitude location (decimal degrees) of each discharge point
  - d. Date of application or notification to the MS4 for construction site permit coverage
- 6. Construction activities in or along a water body**
- Will the project require construction activities in a water body or the riparian zone?
- a. If yes, describe the scope of the activity including how many linear feet of water body and acres of riparian zone will be impacted?
  - b. Is a Clean Water Act §404 permit (individual or nationwide) required?
  - c. Is a Clean Water Act §401 Water Quality Certification? (Individual or general) required?
- 7. Certification**
- The NOI-SWCA contains a certification that all information provided on the NOI and the attachments is correct and accurate. Following the certification is a signature block for the authorized agent, including the agents name and title, telephone number and date. Note the signature requirements of the NOI-SWCA shall be consistent with the requirements of 401 KAR 5:060, Section 11.
- 8. NOI Preparer Information**
- a. Name of the person who completed the NOI
  - b. Contact information of the person who completed the NOI, including:
    - i. Mailing Address
    - ii. Telephone Number
    - iii. Email address
- 9. Attachments - Topographic Map**
- A legible topographic map of appropriate scale sufficient to clearly illustrate the following:
- a. Property boundary of the project;
  - b. Areas to be disturbed;
  - c. Location of anticipated discharge points; and
  - d. Location of receiving waters.

For KYTC projects, the roadway plan shall substitute for the topographic map.

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## **B. NOI Submission Requirements and Deadlines**

For "New Projects", those projects commencing construction activities after the effective date of this KYR10, applicants have two filing options:

**Option 1:** DOW has created an electronic web based NOI submission system that will allow the applicant to complete and submit the NOI-SWCA form online. Applicants can access this system at the following web address: <http://eppdepts01/eforms/depdefault.aspx>. When using this system the applicant shall complete and submit the NOI-SWCA a minimum of seven (7) days before the proposed date for commencement of construction activities.

**Option 2:** If the applicant does not have access to the internet then a complete NOI-SWCA shall be submitted to DOW's Surface Water Permits Branch a minimum of thirty (30) days before the proposed date for commencement of construction activities.

For "Ongoing Projects", DOW will extend coverage for a period of one year terminating on July 31, 2010. Projects that will not achieve final stabilization by this date are required to submit an up-to-date NOI to extend coverage under this general permit. "Ongoing Projects" include both authorized and pending requests for coverage received prior to July 1, 2009.

DOW shall not process any NOI that is incomplete, inaccurate, or in an incorrect format.

## **C. Small Construction Activity Waivers**

The Phase II rule allows for the exclusion of certain sources the necessity of obtaining a permit based on a demonstration of the lack of impact on water quality. There are waivers available only to "small construction activities"; "large construction activities" are not eligible. An applicant wishing to take advantage of one of these waivers must provide a certification of eligibility and supporting documentation.

### **1. Rainfall Erosivity Waiver**

This waiver applies to those "small construction activities" where and when negligible rainfall/runoff erosivity is expected. To qualify for this waiver the applicant must calculate the "R factor" for the proposed project. If the calculation produces an "R factor" of less than 5, then the site is eligible for the waiver and a certification may be filed with DOW. To calculate the "R Factor" the "operator" shall follow the procedures outlined in EPA's Fact Sheet 3.1 titled Storm Water Phase II Final Rule, Construction Rainfall Erosivity Waiver. These procedures are presented in the following pages for the applicant's convenience.

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The "R Factor" is calculated using the Revised Universal Soil Loss Equation (RUSLE) developed by the U.S. Department of Agriculture (USDA). The USDA has established estimates of annual erosivity values (R) for sites throughout the country. The "R Factors" are surrogate measures of the impact that rainfall has on erosion from a particular site. These "R Factors" have been mapped using isoerodent contours (Figure 2). Table 1 is the Erosivity Index Table developed by the USDA to illustrate how annual erosivity is distributed throughout the year. The table is presented in two week increments. To determine which zone a project is in the Erosivity Index Zone Map is presented in Figure 1.

To calculate the "R Factor":

**Step 1:** The applicant must estimate the expected date of "commencement of construction activities" and the expected date "final stabilization" will be achieved.

**Step 2:** Using Figure 1 determine the Erosivity Index Zone for your project location. There are five such zones in Kentucky (104, 105, 106, 109 and 110).

**Step 3:** Referring to Table 1 locate the 15 day periods that correspond to the dates determined in Step 1. Table 1 has been truncated to present only those Erosivity Index Zones in Kentucky.

**Step 4:** Subtract the value corresponding to the start date from the value corresponding to the end date to find the %EI for your site. If the project starts in one calendar year and ends in the next, the %EI must be calculated from the start date to December 30 and from January 1 to the end date. The results of these two calculations are then added to get the total %EI for the project. The %EI can not exceed 100%

**Step 5:** Using Figure 2 interpolate between the annual isoerodent values for your area. The following table provides the high and the low isoerodent values for the five Erosivity Index Zones in Kentucky

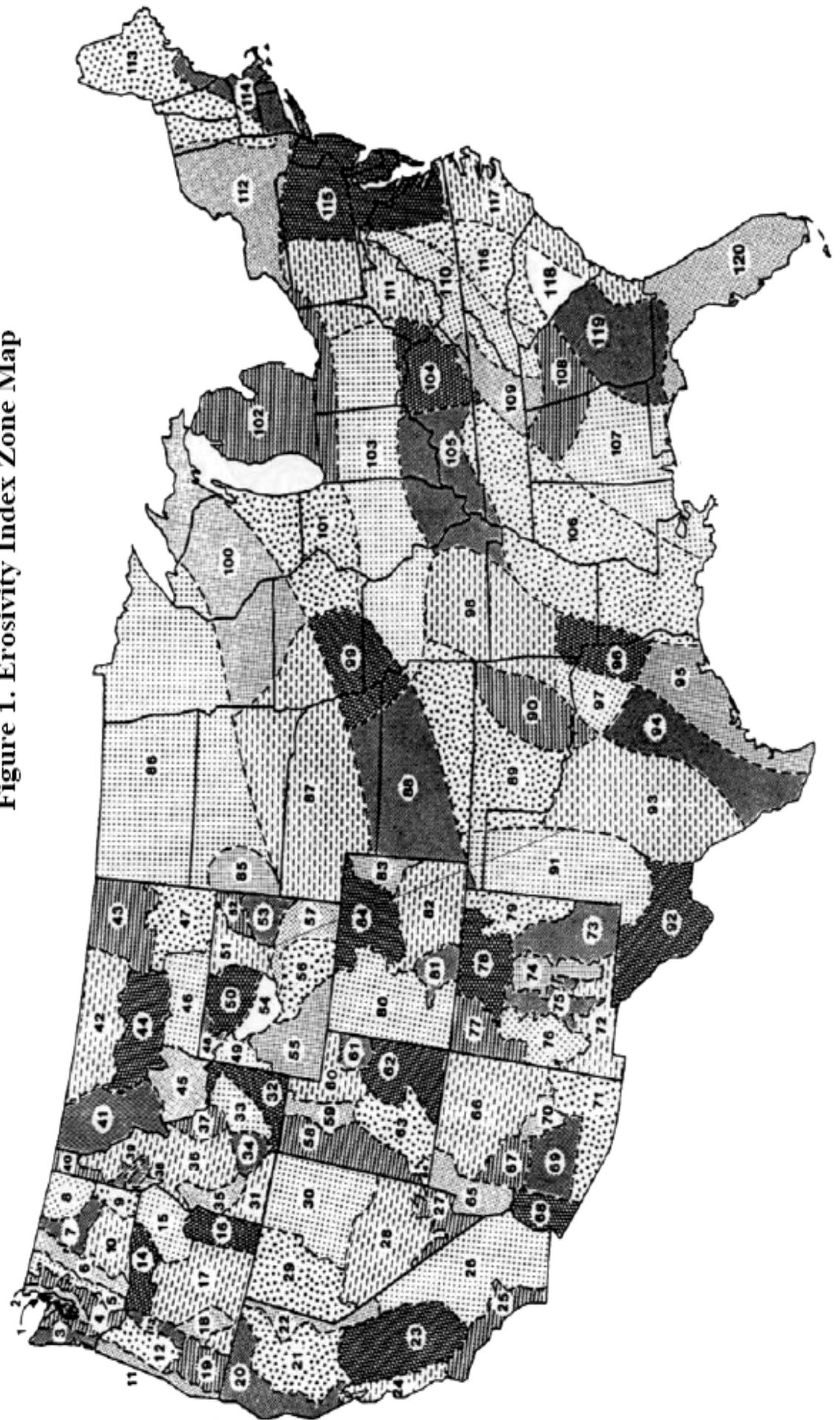
Erosivity Index Zone	Isoerodent Range	
	Low	High
104	125	175
105	150	250
106	200	225
109	150	175
110	125	150

**Step 6:** Multiply the %EI by the isoerodent value determined in Step 5. This is the resultant "R Factor" for your project. To qualify for this waiver the "R Factor" must be less than 5.

If the resultant "R Factor" for your project is less than 5 then to obtain the waiver you must file with DOW a certification using EPA's Low Erosivity Waiver Certification (available at the following web address: [http://www.epa.gov/npdes/pubs/construction\\_waiver\\_form.pdf](http://www.epa.gov/npdes/pubs/construction_waiver_form.pdf))

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Figure 1. Erosivity Index Zone Map



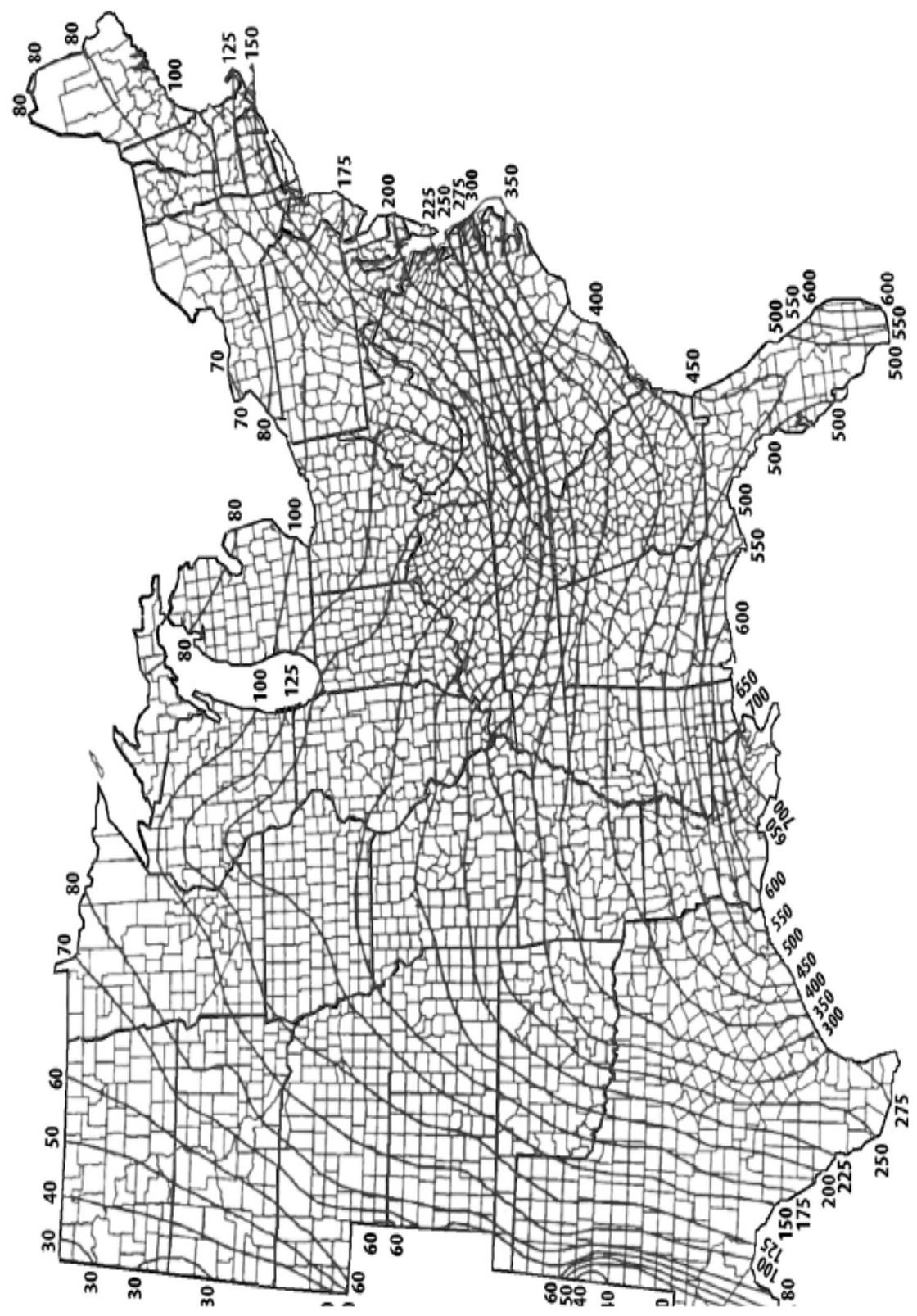
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**Table 1. Erosivity Index Table**

EI#	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	1-15	16-31	1-15	16-29	1-15	16-31	1-15	16-30	1-15	16-31	1-15	16-30	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31
104	0	2	3	5	7	10	13	16	19	23	27	34	44	54	63	72	80	85	89	91	93	95	98	98
105	0	1	3	6	9	12	16	21	26	31	37	43	50	57	64	71	77	81	85	88	91	93	95	97
106	0	3	6	9	13	17	21	27	33	38	44	49	55	61	67	71	75	78	81	84	86	90	94	97
109	0	3	6	10	13	16	19	23	26	29	33	38	47	58	68	75	80	83	86	88	90	92	95	97
110	0	1	3	5	7	9	12	15	18	21	25	29	36	45	56	68	77	83	88	91	93	95	97	99

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Figure 2. Isoerodent Map of the Eastern U.S.



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## **2. TMDL Waiver**

This waiver applies to those "small construction activities" which plan to discharge to a receiving stream where an EPA established or approved TMDL addresses pollutant(s) of concern (sediment - total suspended solids, turbidity or siltation) and has determined that controls on stormwater discharges from "small construction activities" are not need to protect water quality. The applicant must determine if such a TMDL exists for the "water of the Commonwealth" to which the discharge will occur. If such a TMDL does exist, then the site is eligible for the waiver and a certification may be filed with DOW. The certification shall contain the following information:

- a. Name, address and telephone number of the construction site operator(s);
- b. Name (or other identifier), address, county and latitude/longitude of the construction project or site;
- c. Estimated construction start and completion dates, and total acreage to be disturbed;
- d. The name of the water body(s) that would be receiving stormwater discharges from your construction project;
- e. The name and approval date of the TMDL;
- f. A statement, signed and date by an authorized representative as provided in 401 KAR 5:065, Section 2(11), that certifies that the construction activity will take place and that the stormwater discharges will occur, within the drainage addressed by the TMDL.

## **3. Equivalent Analysis Waiver**

This waiver applies to those "small construction activities" where the "operator" develops an equivalent analysis that determines pollutant of concern allocations for his site or determines that no such allocations are necessary to protect water quality. This analysis requires the "operator" to develop a wasteload allocation for the site based on the existing in-stream concentrations, expected growth in pollutant concentrations from all sources, and a margin of safety. If the "operator" performs an equivalent analysis and wasteload allocation, then the site is eligible for the waiver and a certification may be filed with DOW. The certification shall contain the following information:

- a. Name, address and telephone number of the construction site operator(s);
- b. Name (or other identifier), address, county and latitude/longitude of the construction project or site;
- c. Estimated construction start and completion dates, and total acreage to be disturbed;
- d. The name of the water body(s) that would be receiving stormwater discharges from your construction project;
- e. Your equivalent analysis;
- f. A statement, signed and date by an authorized representative as provided in 401 KAR 5:065, Section 2(11), that certifies that the construction activity will take place and that the stormwater discharges will occur, within the drainage addressed by the TMDL.

## **4. Certification Submittal Deadlines**

Waiver certifications shall be submitted a minimum of 30 days prior to the proposed commencement of construction activities.

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#### **IV. OTHER REQUIREMENTS**

##### **A. Authorization to Discharge**

Authorization to discharge under the terms of this general permit shall be effective upon the issuance of written notification by the DOW. For those operators who have provided an e-mail address DOW will provide this written notification electronically.

##### **B. Termination of Coverage**

All existing coverages shall be terminated by DOW effective 180 days after the effective date of this KYR10 unless the permittee submits a written request for reauthorization.

When one or more of the following conditions have been met "operators shall submit a completed Notice of Termination (NOT) to DOW:

1. Final stabilization has been achieved on all portions of the site for which the permittee is responsible;
2. Another permittee has assumed control over all areas of the site that have not been finally stabilized;
3. Coverage under an individual KPDES permit has been obtained;

##### **C. In-stream Treatment or Disposal Facilities**

This permit does not authorize the construction or use of in-stream treatment or disposal facilities (sediment ponds, hollow fills, valley fills, etc.). Such authorization is within the jurisdiction of the U.S. Army Corps of Engineers and is implemented through the Clean Water Act §404 permitting program. A §404 permit action also requires the issuance of a Clean Water Act §401 Water Quality Certification by the Kentucky Division of Water. This certification shall be obtained on a site-specific basis as the U.S. Army Corps of Engineers §404 Nationwide permit does not provide automatic Clean Water Act §401 Water Quality Certification coverage for areas that impact more than 200 linear feet of stream or one (1) acre of wetlands. The conditions of the Clean Water Act §404 permit and the §401 Water Quality Certification shall be incorporated into the SWPPP.

##### **D. SCHEDULE OF COMPLIANCE**

For "New Projects" compliance with the requirements of this permit shall be upon the effective date of this permit.

For "Ongoing Projects" existing SWPPPs and BMPs shall be deemed in compliance with the requirements of this permit. However should DOW take enforcement action regarding the failure of a SWPPP and/or BMPs to protect water quality the permit holder may be required to make changes to the SWPP and/or BMPs.

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**E. Reopener Clause**

This permit shall be modified, or alternatively revoked and reissued, to comply with any applicable effluent standard or limitation issued or approved pursuant to 401 KAR 5:050 through 5:086, if the effluent standard or limitation so issued or approved:

1. Contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
2. Controls any pollutant not limited in the permit.

The permit as modified or reissued under this paragraph shall also contain any other requirements of KRS Chapter 224, as applicable.

**F. Retention of Records**

The permit requires that all records and reports required by the CGP be retained, including SWPPPs and information used to complete the NOI, for at least three years from the termination of coverage or expiration of the permit.

**G. Standard Conditions For KPDES Permit**

This permit has been issued under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal, and local agencies.

It is the responsibility of the permittee to demonstrate compliance with permit parameter limitations by utilization of sufficiently sensitive analytical methods.

The relevant KPDES permit conditions in 401 KAR 5:065, Section 1 shall apply to all discharges authorized by this permit.

U.S. Coast Guard for bridge and causeway construction satisfy all requirements of the Rivers and Harbors Act of 1899 and adding section 10 authorization is not necessary. One commenter requested clarification regarding the applicability of section 10 to the U.S. Coast Guard approved bridges over both navigable-in-fact and historically navigable waters of the United States. One commenter requested definitions of the terms "causeway" and "approach fills."

We agree that the U.S. Coast Guard's section 9 permit satisfies the permit requirements of the Rivers and Harbors Act and have removed the reference to section 10 from the NWP. Discharges of dredged or fill material associated with the construction of bridges across navigable waters of the United States require separate authorization under Section 404 of the Clean Water Act, since navigable waters of the United States are also considered waters of the United States under the Clean Water Act, and discharges of dredged or fill material into waters of the United States require section 404 permits, unless they are eligible for an exemption from permit requirements. Historically navigable waters of the United States may still be subject to jurisdiction under Rivers and Harbors Act of 1899, depending on the case-specific circumstances. We do not believe it is necessary to define what causeways and approach fills are, since they would be identified in the specific plans approved by the U.S. Coast Guard as part of their section 9 permit.

This NWP is reissued with the modification discussed above.

NWP 16. *Return Water From Upland Contained Disposal Areas.* We did not propose any changes to this NWP. This NWP provides section 404 authorization for the discharge of return water from a dredged material placement facility located in uplands, because that discharge of return water into waters of the United States has been administratively defined as a "discharge of dredged material" (see 33 CFR 323.2(d)(1)(ii)). One commenter said the NWP should address both the technical requirements and water quality of the return water due to the potential for the return water to degrade water quality for natural heritage resources. One commenter said that pre-construction notification should be required for activities authorized by this NWP to ensure that suspended contaminated sediments do not reenter waterways and impact state submerged lands.

The water quality certification issued for a specific dredging project should address any water quality concerns for

natural heritage resources. We do not agree that pre-construction notification should be required for this NWP because any required sediment testing would identify contaminants. The sediment testing and potential impacts to water quality are more appropriately considered through the water quality certification process. We have modified this NWP to clarify that disposal of dredged material in an area that has no waters of the United States does not require a section 404 permit, because disposal of dredged material may occur in non-jurisdictional wetlands and waters, not just uplands.

The NWP is reissued with the modification discussed above.

NWP 17. *Hydropower Projects.* No changes were proposed for this NWP. Several commenters said that this category of activities is inappropriate for authorization under an NWP because of the scope and scale of these projects. One commenter stated that these activities result in more than minimal adverse effects on the aquatic environment, especially downstream effects such as the loss of riffle and pool complexes and degradation of water quality through increased sediment loads.

This NWP authorizes small hydropower projects that have minimal adverse effects on the aquatic environment. All activities authorized by this NWP require pre-construction notification, so that district engineers can review each proposed hydropower project and make a case-specific determination whether the minimal effects requirement has been met. Discretionary authority will be exercised, and another form of Department of the Army authorization would be required, if the district engineer determines that a particular hydropower project would result in more than minimal individual and cumulative adverse effects to the aquatic environment or any other public interest review factor. District engineers may also require compensatory mitigation to offset losses of aquatic resource functions.

This NWP is issued without change.

NWP 18. *Minor Discharges.* We did not propose modifications to this NWP. Several commenters expressed support for the reissuance of this NWP. A few commenters said that this NWP does not comply with the "similar in nature" requirement for general permits. Other commenters asserted that the cumulative impacts resulting from the use of this NWP would be more than minimal. Another commenter said that this NWP should not authorize discharges into waters that provide

forage fish habitat or that contain aquatic vegetation. One commenter stated that the NWP should not be used to authorize discharges in rare aquatic environments such as vernal pools.

We believe that the small discharges of dredged or fill material authorized by this NWP comply with the similar in nature requirement for general permits. District engineers will review pre-construction notifications and may assert discretionary authority to add activity-specific conditions to the NWP authorization to ensure that the activity results in minimal adverse environmental effects. Division engineers may regionally condition this NWP to restrict or prohibit its use in specific waters or categories of waters, including fish foraging areas, vegetated shallows, or vernal pools.

One commenter stated that the limit for this NWP should only be expressed in terms of area filled (i.e., up to 1/10-acre) and not include the volumetric limit (i.e., 25 cubic yards). Another commenter said that all discharged material should consist of clean, uncontaminated sand, crushed rock, or stone. One commenter recommended adding language requiring that the discharge will not result in significant changes to stream geomorphology or hydrology, and that the discharge will not impede navigation.

The 25 cubic yard limit for regulated excavation activities and the 1/10-acre limit for losses of waters of the United States caused by discharges of dredged or fill material are both necessary to ensure that this NWP authorizes only those activities that have minimal individual and cumulative adverse effects on the aquatic environment. General condition 6, suitable material, prohibits the use of unsuitable fill material. The fill material must not have toxic pollutants that are present in toxic amounts. Compliance with general condition 9, management of water flows, will ensure that the activity does not cause more than minimal adverse effects to stream geomorphology or hydrology. General condition 1, navigation, states that NWP activities cannot cause a more than minimal adverse effect to navigation.

This NWP is reissued without change.

NWP 19. *Minor Dredging.* There were no changes proposed for this NWP. One commenter recommended that the NWP include a cumulative volume limit for multiple single and complete dredging projects. One commenter recommended modifying the NWP to require that dredge material be limited to a maximum of 25 cubic yards from a 1,000 square foot area, not disturb sediments in an area known or

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Section 404)

18. Minor Discharges. Minor discharges of dredged or fill material into all waters of the United States, provided the activity meets all of the following criteria:

(a) The quantity of discharged material and the volume of area excavated do not exceed 25 cubic yards below the plane of the ordinary high water mark or the high tide line;

(b) The discharge will not cause the loss of more than 1/10 acre of waters of the United States; and

(c) The discharge is not placed for the purpose of a stream diversion.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The discharge or the volume of area excavated exceeds 10 cubic yards below the plane of the ordinary high water mark or the high tide line, or (2) the discharge is in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

19. Minor Dredging. Dredging of no more than 25 cubic yards below the plane of the ordinary high water mark or the mean high water mark from navigable waters of the United States (i.e., section 10 waters). This NWP does not authorize the dredging or degradation through siltation of coral reefs, sites that support submerged aquatic vegetation (including sites where submerged aquatic vegetation is documented to exist but may not be present in a given year), anadromous fish spawning areas, or wetlands, or the connection of canals or other artificial waterways to navigable waters of the United States (see 33 CFR 322.5(g)). (Sections 10 and 404)

20. Oil Spill Cleanup. Activities required for the containment and cleanup of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR part 300) provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3 and any existing state contingency plan and provided that the Regional Response Team (if one exists in the area) concurs with the proposed containment and cleanup action. This NWP also authorizes activities required for the cleanup of oil releases in waters of the United States from electrical equipment that are governed by EPA's polychlorinated biphenyl spill response regulations at 40 CFR Part 761. (Sections 10 and 404)

21. Surface Coal Mining Operations. Discharges of dredged or fill material into waters of the United States associated with surface coal mining and reclamation operations provided the activities are already authorized, or are currently being processed as part of an integrated permit processing procedure, by the Department of Interior (DOI), Office of Surface Mining (OSM), or by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977.

Notification: The permittee must submit a pre-construction notification to the district engineer and receive written authorization prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

22. Removal of Vessels. Temporary structures or minor discharges of dredged or fill material required for the removal of wrecked, abandoned, or disabled vessels, or the removal of



STEVEN L. BESHEAR  
GOVERNOR

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SECRETARY

## ENERGY AND ENVIRONMENTAL PROTECTION CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

DIVISION OF WATER

200 FAIR OAKS LANE

FRANKFORT, KENTUCKY 40601

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# General Certification--Nationwide Permit # 18 Minor Discharges

This General Certification is issued March 19, 2012, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this and all nationwide permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the commonwealth.

The Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 18, namely Minor Discharges, provided that the following conditions are met:

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. The activity will impact less than 300 linear feet of surface waters of the Commonwealth.
4. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.

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**Minor Discharges**  
**Page 2**

5. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
6. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
  - Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur.
  - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.
  - Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
  - Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access.
  - To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.
  - Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
  - Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.
  - If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
  - Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling (800) 928-2380.

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Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

**SUPPLEMENT A**  
**PROPOSAL FORMS**

**SUPPLEMENT B**  
**FAA ADVISORY CIRCULARS**

## Referral List

FAA Series 150 Advisory Circulars (AC's) for Airport Projects  
located at the Federal Aviation Administration website:

[www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

1. AC 150/5210-5D
2. AC 150/5370-10F
3. AC 150/5200-18C
4. AC 150/5340-30F
5. AC 150/5345-28G
6. AC 150/5345-47B
7. AC 150/5320-6E
8. AC 150/5370-2F
9. AC 150/5380-6B
10. AC 150/5340-1K
11. AC 150/5345-7E
12. AC 150/5345-42F
13. AC 150/5345-46D

SUPPLEMENT C  
ADDITIONAL FORMS

## Part 2 – Earthwork

### Item P-101 Surface Preparation

#### DESCRIPTION

**101-1.1** This item shall consist of preparation of existing pavement surfaces for overlay, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable drawings.

#### EQUIPMENT

**101-2.1** All equipment shall be specified hereinafter or as approved by the Engineer. The equipment shall not cause damage to the pavement to remain in place.

#### CONSTRUCTION

##### **101-3.1 REMOVAL OF EXISTING PAVEMENT**

**a. Concrete:** The existing concrete to be removed shall be freed from the pavement to remain unless jackhammers are used for the complete removal. This shall be accomplished by line drilling or sawing through the complete depth of the slab 1 ft inside the perimeter of the final removal limits or outside the load transfer devices, whichever is greater. In this case, the limits of removal would be located on joints. If line drilling is used, the distance between holes shall not exceed the diameter of the hole. The pavement between the perimeter of the pavement removal and the saw cut or line-drilled holes shall be removed with a jackhammer. Where the perimeter of the removal limits is not located on the joint, the perimeter shall be saw cut 2 in in depth or 1/4 the slab thickness, whichever is less. Again, the concrete shall be line drilled or saw cut the full depth of the pavement 6 in inside the removal limits. The pavement inside the saw cut or line shall be broken by methods suitable to the Contractor; however, if the material is to be wasted on the airport site, it shall be reduced to a maximum size designated by the airport owner. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Any damage shall be repaired by the Contractor at no expense to the airport owner.

**b. Asphaltic Concrete:** Asphaltic concrete pavement to be removed shall be cut to the full depth of the bituminous material around the perimeter of the area to be removed. The pavement shall be removed in such a manner that the joint for each layer of pavement replacement is offset 1 ft from the joint in the preceding layer. This does not apply if the removed pavement is to be replaced with concrete or soil. If the material is to be wasted on the airport site, it shall be broken to a maximum size as designated by the airport owner.

**101-3.2 PREPARATION OF JOINTS AND CRACKS.** All joints and cracks in bituminous and concrete pavements to be overlaid with asphaltic concrete shall be cleaned of joint and crack sealer, debris, and vegetation. Any excess joint or crack sealer on the surface of the pavement shall also be removed from the pavement surface. If vegetation is a problem a soil sterilant shall be applied. Cracks and joints wider than 3/8 in shall be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in Table 1.

**Table 1**

Sieve Size	Percent Passing
No. 4	100
No. 8	90-100
No. 16	65-90
No. 30	40-60
No. 50	25-42
No. 100	15-30
No. 200	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the Engineer.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured into the joints or cracks or shall be placed in the joint or crack and compacted to form a voidless mass. The joint or crack shall be filled within 0 to 1/8 in of the surface. Any material spilled outside the width of the joint shall be removed from the surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the surface and vegetation in the joints need to be removed.

**101-3.3 REMOVAL OF PAINT AND RUBBER.** All paint and rubber over 1 ft wide that will affect the bond of the new overlay shall be removed from the surface of the existing pavement. Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, or sandblasting may be used. Any methods used shall not cause major damage to the pavement. Major damage is defined as changing the properties of the pavement or removing pavement over 1/8 in deep. If chemicals are used, they shall comply with the state’s environmental protection regulations. No material shall be deposited on the runway shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans. This specification shall not be used for removal of rubber deposits to improve skid resistance or obliterate traffic markings where a new overlay is not to be constructed.

**101-3.4 CONCRETE SPALL OR FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR.**

**a. Repair of Concrete Spalls in Areas to be overlaid with Asphalt:** The Contractors shall repair all spalled concrete as shown on the plans or as directed by the Resident Engineer. The perimeter of the repair shall be sawed a minimum of 1 in deep or shall be cut with approved tools to this depth. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphaltic concrete with a minimum Marshall stability of 1,200 lbs. and maximum flow of 20. The material shall be compacted with equipment approved by the Resident Engineer until the material is dense and no movement or marks can be noted. The material shall not be placed in lifts over 4 in in depth. This method of repair applies only to pavement to be overlaid.

**b. Asphaltic Concrete Pavement Repair:** The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. The base course and subbase shall be replaced if it has been infiltrated with clay, silt, or other material affecting the load-bearing capacity. Materials and methods of construction shall comply with the other applicable sections of this specification.

### 101-3.5 COLD PLANING.

**a. Patching:** The machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the pavement to remain. The machine shall have a positive method of controlling the depth of cut. The Engineer shall layout the area to be milled. The area shall be laid out with straightedges in increments of 1 ft 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 machine, or areas that are damaged because of his negligence, shall not be included in the measurement for payment.

**b. Profiling, Grade Correction, or Surface Correction:** The machine shall have a minimum width of 10 feet. It shall be equipped with electronic grade control devices on both sides that will cut the surface to the grade and tolerances specified. The machine shall cut vertical edges. A positive method of dust control shall be provided. The machine shall be capable of discharging the millings in a truck or leaving them in a defined windrow.

### METHOD OF MEASUREMENT

#### 101-4.1 MEASUREMENT.

**a. General:** If there is no quantity shown in the bidding schedule, the work covered by this section shall be considered as a subsidiary obligation of the Contractor covered under the other contract items. Only accepted work will be measured.

**b. Pavement Removal:** The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

**c. Joint and Crack Repair:** The unit of measurement for joint and crack repair shall be the linear foot of joint.

**d. Paint and Rubber Removal:** The unit of measurement for paint and rubber removal shall be the square foot.

**e. Spall and Failed Asphaltic Concrete Pavement Repair:**

**(1)** The unit of measure for concrete spall repair shall be the number of square feet. The average depth of the patch shall be agreed upon by the Contractor and the Resident Engineer. The quantity shall be divided in the following categories:

- (a) 0 to 4 in in average depth
- (b) 4 to 8 in in average depth
- (c) Greater than 8 in in average depth

(2) The unit of measure for failed asphaltic concrete pavement shall be as follow:

- (a) Asphaltic concrete sq yd
- (b) Base course sq yd
- (c) Subbase course square yd
- (d) Subgrade sq yd

**f. Cold Planing:** The unit of measure for cold planing shall be the number of square yards. The average depth of the cold planing shall be determined by the Engineer and the Contractor prior to accomplishment of the work. When surface correction is required, if the initial cut doesn't correct the condition, the Contractor shall re-plane the area and will be paid only once for the total depth of planning. The quantity shall be divided into the following categories:

- (a) 0 to 2 in
- (b) 0 to 3 in
- (c) 0 to 4 in
- (d) 0 to 5 in
- (e) 0 to 6 in

#### BASIS OF PAYMENT

**101-5.1 PAYMENT.** Payment shall be made at contract unit price for the unit of measurement as specified hereinbefore. 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.

END OF ITEM P-101

## Item P-151 Clearing and Grubbing

### DESCRIPTION

**151-1.1** This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

Clearing, when so designated, shall consist of the cutting and removal of isolated single trees or isolated groups of trees. The cutting of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared, or as shown on the plans, or as directed by the Engineer. The trees shall be considered isolated when they are 40 feet (12 m) or more apart, with the exception of a small clump of approximately five trees or less.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

### CONSTRUCTION METHODS

**151-2.1 GENERAL.** The areas denoted on the plans to be cleared or cleared and grubbed shall be staked on the ground by the Engineer. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations.

All spoil materials removed by clearing or by clearing and grubbing shall be disposed of by burning, when permitted by local laws, or by removal to approved disposal areas. When burning of material is permitted, it shall be burned under the constant care of competent watchmen so that the surrounding vegetation and other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws, ordinances, and regulations. Before starting any burning operations, the Contractor shall notify the agency having jurisdiction.

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction, and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits at his/her own expense, he shall obtain and file with the Engineer, permission in writing from the property owner for the use of private property for this purpose.

If the plans or the specifications require the saving of merchantable timber, the Contractor shall trim the limbs and tops from designated trees, saw them into suitable lengths, and make the material available for removal by other agencies.

Any blasting necessary shall be done at the Contractor's responsibility, and the utmost care shall be taken not to endanger life or property.

The removal of existing structure and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the Engineer who will notify the proper local authority or owner and attempt to secure prompt action.

**151-2.2 CLEARING.** The Contractor shall clear the staked or indicated area of all objectionable materials. Trees unavoidably falling outside the specified limits must be cut up, removed, and disposed of in a satisfactory manner. In order to minimize damage to trees that are to be left standing, trees shall be felled toward the center of area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut to a height of not more than 12 in (300 mm) above the ground. The grubbing of stumps and roots will not be required.

When isolated trees are designated for clearing, the trees shall be classed in accordance with the butt diameter size as measured at a point 18 in (45 cm) above the ground level or at a designated height specified in the proposal.

Fences shall be removed and disposed of when directed by the Engineer. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a designated location if the fence is to remain the property of a local owner or of a civic authority.

**151-2.3 CLEARING AND GRUBBING.** In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth are to be made outside of paved areas. In cases where such depth of embankments is to be made, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off within 6 in (150 mm) above the ground and allowed to remain. Tap roots and other projections over 1 1/2 in (37 mm) in diameter shall be grubbed out to a depth of at least 18 in (45 cm) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials there from shall be disposed of either by burning or otherwise removed from the site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Item P-152. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

## METHOD OF MEASUREMENT

**151-3.1** The quantities of clearing or clearing and grubbing as shown by the limits on the plans or as ordered by the Engineer shall be the number of acres (square meters) or fractions thereof, of land specifically cleared or cleared and grubbed.

When isolated trees are designated for clearing, the quantities of trees, as determined in accordance with ranges of butt diameter size, measured at a point 18 in (45 cm) above the ground level at the tree, shall be paid for according to the schedule of sizes as follows:

The number of trees:

From 0 to 2-1/2 feet (75 cm), butt diameter

From 2-1/2 to 5 feet (75 to 150 cm), butt diameter

For 5 feet (150 cm) or more, butt diameter

## BASIS OF PAYMENT

**151-4.1** Payment shall be made at the contract unit price per acre (square meter) for clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**151-4.2** Payment shall be made at the contract unit price for clearing isolated trees. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**151-4.3** Payment shall be made at the contract unit price per acre (square meter) for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-151-4.1 Clearing-per acre (square meter)

Item P-151-4.2 Clearing for isolated trees:

From 0 to 2-1/2 feet (75 cm) butt diameter, per tree

From 2-1/2 to 5 feet (75 to 150 cm) butt diameter, per tree

For 5 feet (150 cm) or more butt diameter, per tree

Item P-151-4.3 Clearing and grubbing-per acre (square meter)

END OF ITEM P-151

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## Item P-156 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

### DESCRIPTION

**156-1.1** This item shall consist of temporary control measures as shown on the plans or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

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

### MATERIALS

**156-2.1 GRASS.** Grass that will not compete with the grasses sown later for permanent cover shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover.

**156-2.2 MULCHES.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials.

**156-2.3 FERTILIZER.** Fertilizer shall be a standard commercial grade and shall conform to all Federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

**156-2.4 SLOPE DRAINS.** Slope drains may be constructed of pipe, fiber mats, rubble, Portland Cement Concrete, bituminous concrete, or other materials that will adequately control erosion.

**156-2.5 OTHER.** All other materials shall meet commercial grade standards and shall be approved by the Engineer before being incorporated into the project.

### CONSTRUCTION REQUIREMENTS

**156-3.1 GENERAL.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

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

**156-3.2 SCHEDULE.** Prior to the start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

**156-3.3 AUTHORITY OF ENGINEER.** The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct the Contractor to 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.

**156-3.4 CONSTRUCTION DETAILS.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.

The Engineer will 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 in accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

In the event that 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 are ordered by the Engineer, such work shall be performed by the Contractor at his/her own expense.

The Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

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

Whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto.

## METHOD OF MEASUREMENT

**156-4.1** Temporary erosion and pollution control work required which is not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls will be performed as scheduled or ordered by the Engineer. Completed and accepted work will be measured as follows:

- a. Temporary seeding and mulching will be measured by the square yard (square meter).
- b. Temporary slope drains will be measured by the linear foot (meter).
- c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard

(cubic meter) of embankment placed at the direction of the Engineer, in excess of plan lines and elevations.

**d.** All fertilizing will be measured by the ton (kg).

**156-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor with costs included in the contract prices bid for the items to which they apply.

#### BASIS OF PAYMENT

**156-5.1** Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the Engineer and measured as provided in paragraph 156-4.1 will be paid for under:

- Item P-156-5.1      Temporary seeding and mulching-per square yard (square meter)
- Item P-156-5.2      Temporary slope drains-per linear foot (meter)
- Item P-156-5.3      Temporary benches, dikes, dams and sediment basins-per cubic yard (cubic meter)
- Item P-156-5.4      Fertilizing-per ton (kg)

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the Engineer will be paid for in accordance with Section 90-05.

END OF ITEM P-156

## Part 3 – Flexible Base Courses

### Item P-209 Crushed Aggregate Base Course

#### DESCRIPTION

**209-1.1** This item consists of a base course composed of crushed aggregates constructed on a prepared course in accordance with these specifications and in conformity to the dimensions and typical cross sections shown on the plans.

#### MATERIALS

**209-2.1 AGGREGATE.** Aggregates shall consist of clean, sound, durable particles of crushed stone, crushed gravel, or crushed slag and shall be free from coatings of clay, silt, vegetable matter, and other objectionable materials and shall contain no clay balls. Fine aggregate passing the No. 4 (4.75 mm) sieve shall consist of fines from the operation of crushing the coarse aggregate. If necessary, fine aggregate may be added to produce the correct gradation. The fine aggregate shall be produced by crushing stone, gravel, or slag that meet the requirements for wear and soundness specified for coarse aggregate.

The crushed slag shall be an air-cooled, blast furnace slag and shall have a unit weight of not less than 70 pounds per cubic foot (1.12 Mg/cubic meter) when tested in accordance with ASTM C 29.

The coarse aggregate portion, defined as the material retained on the No. 4 (4.75 mm) sieve and larger, shall contain no more than 15 percent, by weight, of flat or elongated pieces as defined in ASTM D 693 and shall have at least 90 percent by weight of particles with at least two fractured faces and 100 percent with at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 to count as two fractured faces.

The percentage of wear shall not be greater than 45 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 12 percent, after 5 cycles, when tested in accordance with ASTM C 88.

The fraction passing the No. 40 (0.42 mm) sieve shall have a liquid limit no greater than 25 and a plasticity index of not more than 4 when tested in accordance with ASTM D 4318. The fine aggregate shall have a minimum sand equivalent value of 35 when tested in accordance with ASTM D 2419.

**a. Sampling and Testing.** Aggregates for preliminary testing shall be furnished by the Contractor prior to the start of production. All tests for initial aggregate submittals necessary to determine compliance with the specification requirements will be made by the Engineer at no expense to the Contractor.

Samples of aggregates shall be furnished by the Contractor at the start of production and at intervals during production. The sampling points and intervals will be designated by the Engineer. The samples will be the basis of approval of specific lots of aggregates from the standpoint of the quality requirements of this section.

In lieu of testing, the Engineer may accept certified state test results indicating that the aggregate meets specification requirements. Certified test results shall be less than 6 months old.

Samples of aggregates to check gradation shall be taken by the Engineer at least two per lot. The lot will be consistent with acceptable sampling for density. The samples shall be taken from the in-place, compacted material. Sampling shall be in accordance with ASTM D 75, and testing shall be in accordance with ASTM C 136 and ASTM C 117.

**b. Gradation Requirements.** The gradation (job mix) of the final mixture shall fall within the design range indicated in Table 11, when tested in accordance with ASTM C 117 and ASTM C 136. The final gradation shall be continuously well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on an adjacent sieve or vice versa. Where environmental conditions (temperature and availability of free moisture) indicate potential damage due to frost action, the maximum percent of material by weight of particles smaller than 0.02 mm shall be 3 percent when tested in accordance with ASTM D 422.

**Table 1 Requirements For Gradation Of Aggregate**

Sieve Size	Design Range Percentage by Weight	Job Mix Tolerances Percent
2 in (50.0 mm)	100	0
1-1/2 (37.0 mm)	95-100	+/- 5
1 in (25.0 mm)	70-95	+/- 8
3/4 in (19.0 mm)	55-85	+/- 8
No. 4 (4.75 mm)	30-60	+/- 8
No. 30 (0.60 mm)	12-30	+/- 5
No. 200 (0.075 mm)	0-8	+/- 3

The job mix tolerances in Table 1 shall be applied to the job mix gradation to establish a job control grading band. The full tolerance still will apply if application of the tolerances results in a job control grading band outside the design range.

The fraction of the final mixture that passes the No. 200 (0.075 mm) sieve shall not exceed 60 percent of the fraction passing the No. 30 (0.60 mm) sieve.

## CONSTRUCTION METHODS

**209-3.1 PREPARING UNDERLYING COURSE.** The underlying course shall be checked and accepted by the Engineer before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be corrected at the Contractor's expense before the base course is placed thereon. Material shall not be placed on frozen subgrade.

**209-3.2 MIXING.** The aggregate shall be uniformly blended during crushing operations or mixed in a plant. The plant shall blend and mix the materials to meet the specifications and to secure the proper moisture content for compaction.

**209-3.3 PLACING.** The crushed aggregate base material shall be placed on the moistened subgrade in layers of uniform thickness with a mechanical spreader.

The maximum depth of a compacted layer shall be 6 in (150 mm). If the total depth of the compacted material is more than 6 in (150 mm), it shall be constructed in two or more layers. In multi-layer construction, the base course shall be placed in approximately equal-depth layers.

The previously constructed layer should be cleaned of loose and foreign material prior to placing the next layer. The surface of the compacted material shall be kept moist until covered with the next layer.

**209-3.4 COMPACTION.** Immediately upon completion of the spreading operations, the crushed aggregate shall be thoroughly compacted. The number, type, and weight of rollers shall be sufficient to compact the material to the required density.

The moisture content of the material during placing operations shall not be below, nor more than 2 percentage points above, the optimum moisture content as determined by ASTM [ ].

**209-3.5 ACCEPTANCE SAMPLING AND TESTING FOR DENSITY.** Aggregate base course shall be accepted for density on a lot basis. A lot will consist of one day's production where it is not expected to exceed 2400 sq yd (2000 sq m). A lot will consist of one-half day's production where a day's production is expected to consist of between 2400 and 4800 sq yd (2000 and 4000 sq m).

Each lot shall be divided into two equal sublots. One test shall be made for each subplot. Sampling locations will be determined by the Engineer on a random basis in accordance with statistical procedures contained in ASTM D 3665.

Each lot will be accepted for density when the field density is at least 100 percent of the maximum density of laboratory specimens prepared from samples of the base course material delivered to the job site. The specimens shall be compacted and tested in accordance with ASTM D 698. The in-place field density shall be determined in accordance with ASTM D 1556 or D 2167. If the specified density is not attained, the entire lot shall be reworked and/or recompact and two additional random tests made. This procedure shall be followed until the specified density is reached.

In lieu of the core method of field density determination, acceptance testing may be accomplished using a nuclear gauge in accordance with ASTM D 6938 . The gauge should be field calibrated in accordance with Section 120 and ASTM standards. Calibration tests shall be conducted on the first lot of material placed that meets the density requirements.

When using the nuclear method ASTM D 6938 shall be used to determine the moisture content of the material. The calibration curve furnished with the nuclear gauges shall be checked in accordance with ASTM standards. The calibration checks shall be made at the beginning of a job and at regular intervals.

If a nuclear gauge is used for density determination, two random readings shall be made and averaged for each subplot.

**209-3.6 FINISHING.** The surface of the aggregate base course shall be finished by blading or with automated equipment especially designed for this purpose.

In no case will the addition of thin layers of material be added to the top layer of base course to meet grade. If the elevation of the top layer is 1/2 in (12 mm) or more below grade, the top layer of base shall be scarified to a depth of at least 3 in (75 mm), new material added, and the layer shall be blended and recompact to bring it to grade. If the finished surface is above plan grade, it shall be cut back to grade and rerolled.

**209-3.7 SURFACE TOLERANCES.** The finished surface shall not vary more than 3/8 in (9 mm) when tested with a 16 ft (4.8 m) straightedge applied parallel with or at right angles to the centerline. Any deviation in excess of this amount shall be corrected by the Contractor at the Contractor's expense.

**209-3.8 THICKNESS CONTROL.** The completed thickness of the base course shall be within 1/2 in (12 mm) of the design thickness. Four determinations of thickness shall be made for each lot of material placed. The lot size shall be consistent with that specified in paragraph 3.5. Each lot shall be divided into four equal sublots. One test shall be made for each subplot. Sampling locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Where the thickness is deficient by more than 1/2 in (12 mm), the Contractor shall correct such areas at no additional cost by excavating to the required depth and replacing with new material. Additional test holes may be required to identify the limits of deficient areas.

**209-3.9 MAINTENANCE.** The base course shall be maintained in a condition that will meet all specification requirements until the work is accepted. Equipment used in the construction of an adjoining section may be routed over completed portions of the base course, provided no damage results and provided that the equipment is routed over the full width of the base course to avoid rutting or uneven compaction.

The Contractor shall remove all survey and grade hubs from the base courses prior to placing any bituminous surface course.

#### METHOD OF MEASUREMENT

**209-4.1** The quantity of crushed aggregate base course to be paid for will be determined by measurement of the number cubic yards of material actually constructed and accepted by the Engineer as complying with the plans and specifications. On individual depth measurements, thicknesses more than 1/2 in (12 mm) in excess of the design thickness shall be considered as the specified thickness, plus 1/2 in (12 mm) in computing the number of cubic yards (cubic meters) for payment.

#### BASIS OF PAYMENT

**209-5.1** Payment shall be made at the contract unit price cubic 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-per cubic yard

#### TESTING REQUIREMENTS

ASTM C 29	Unit Weight of Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Materials Finer than 75 $\mu\text{m}$ (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	Resistance to Degradation of Small-Size Coarse Aggregate by abrasion and impact in the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	Sampling Aggregate

ASTM D 422	Particle Size Analysis of Soils
ASTM D 693	Crushed Aggregate for Macadam Pavements
ASTM D 698	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12 in (305 mm) Drop
ASTM D 1556	Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Test for Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM D 2167	Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 6938	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods
ASTM D 3665	Random Sampling of Construction Materials
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils

END OF ITEM P-209

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## Part 5 – Flexible Surface Courses

### Item P-401 Plant Mix Bituminous Pavements

#### DESCRIPTION

**401-1.1** This item shall consist of a **surface** course composed of mineral aggregate and bituminous material 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, or elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

#### MATERIALS

**401-2.1 AGGREGATE.** Aggregates shall consist of crushed stone, crushed gravel, or crushed slag with or without sand or other inert finely divided mineral aggregate. The portion of materials retained on the No. 8 sieve is coarse aggregate. The portion passing the No. 8 (2.36 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler. All aggregate property tests shall be conducted by an accredited laboratory that meets the requirements of section 401-3.5. Aggregate test results shall not be greater than 6 months old. If test results are provided on the combined blend, the Engineer reserves the right to require tests on individual aggregates should a major change in the Job Mix Formula percentages occur.

- a. **Coarse Aggregate.** Coarse aggregate shall consist of sound, tough, durable particles, free from adherent films of matter that would prevent thorough coating and bonding with the bituminous material and be free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 40 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 10 percent, or the magnesium sulfate soundness loss shall not exceed 13 percent, after five cycles, when tested in accordance with ASTM C 88.

The combined coarse aggregate material shall contain at least 85 percent by weight having at least one fractured face and 80% by weight having a minimum of two (2) fractured faces. The fractured faces percentage for any crushed gravel aggregate material, retained on the No. 8 (2.36 mm) sieve after crushing, shall be determined in accordance with ASTM D 5821. Fractured faces shall be obtained by crushing.

The aggregate shall not contain more than 8 percent, by weight, of flat or elongated pieces, when tested in accordance with ASTM D 4791 using a ratio of 5:1.

Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 70 pounds per cubic foot (1.12 mg/cubic meter) when tested in accordance with ASTM C 29.

- b. **Fine Aggregate.** Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone, slag, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not

more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

Natural (nonmanufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. The addition of natural sand shall be limited such that the total combined material passing the # 8 sieve does not contain more than 50 % natural sand.

The fine aggregate material shall have sand equivalent value of 43 or greater when tested in accordance with ASTM D 2419. The fine aggregate material shall be tested in accordance with AASHTO T304, Method A.

- c. **Sampling.** ASTM D 75 shall be used in sampling coarse and fine aggregate, and ASTM C 183 shall be used in sampling mineral filler.

**401-2.2 MINERAL FILLER.** If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D 242.

**401-2.3 BITUMINOUS MATERIAL.** The bituminous material shall conform to the requirements of AASHTO M-320 performance graded binder designation PG 64-22. A certificate of compliance from the manufacturer must be included with the mix design submittal.

The Contractor shall furnish vendor's certified test reports for each lot of bituminous material shipped to the project. The vendor's certified test report for the bituminous material can be used for acceptance or the bituminous material may be tested independently by the Engineer.

**401-2.4 PRELIMINARY MATERIAL ACCEPTANCE.** Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

**a. Coarse Aggregate.**

- (1) Percent of wear.
- (2) Soundness.
- (3) Unit weight of slag.
- (4) Coarse Aggregate Fractured Faces Determination (Coarse Aggregate Angularity).

**b. Fine Aggregate.**

- (1) Liquid limit.
- (2) Plastic index.
- (3) Sand equivalent.
- (4) Fine Aggregate Angularity.

**c. Mineral Filler.**

- d. **Bituminous Material.** The certification(s) shall show the appropriate AASHTO test(s) for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications. Polymer modified asphalt cement shall be checked a minimum of once per week by the Contractor by performing the ring and ball test and shall meet the temperature criteria established by the liquid supplier.

## COMPOSITION

**401-3.1 COMPOSITION OF MIXTURE.** The bituminous plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and bituminous material. The aggregate shall be combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

**401-3.2 JOB MIX FORMULA.** No bituminous mixture for payment shall be produced until a job mix formula has been approved in writing by the Engineer. The bituminous mixture shall be designed using the procedure contained in Chapter 5, Superpave Mix Design, of the Asphalt Institute's Manual Superpave Series No. 2 (SP-2), Superpave Mix Design, and shall meet the requirements outlined below.

The Tensile Strength Ratio (TSR) of the composite mixture shall be greater than or equal to 80 when tested in accordance with ASTM D 4867 including the freeze-thaw conditioning cycle. Test specimens shall have an air void content of 7 percent (+/- 0.5%) and a degree of saturation of 70 percent (+/- 0.5%). If an anti-stripping agent is required, it shall be provided by the Contractor at no additional cost.

The job mix formula shall be submitted in writing by the Contractor to the Engineer at least **10** days prior to the start of paving operations. The job mix formula shall have been developed no more than 3 months prior to submittal and shall include as a minimum:

- a. Percent passing each sieve size for total combined gradation, individual gradation of all aggregate stockpiles and percentage by weight of each stockpile used in the JMF.
- b. Percent of asphalt cement.
- c. Asphalt Performance Grade.
- d. Number of gyrations and air voids for  $N_{des}$ ,  $N_{ini}$ , and  $N_{max}$
- e. Mixing temperature.
- f. Compaction temperature.
- g. Temperature of mix when discharged from the mixer.
- h. Temperature-viscosity relationship of the asphalt cement.
- i. Plot of the combined gradation on the Federal Highway Administration (FHWA) 45 power gradation curve.
- j. Graphical plots of the %  $G_{mm}$  @  $N_{ini}$ , %, %  $G_{mm}$  @  $N_{designn}$ , %  $G_{mm}$  @  $N_{max}$ , air voids, voids in the mineral aggregate, and unit weight verses asphalt content.
- k. Percent natural sand contained in material passing the number 8 sieve.
- l. Coarse Aggregate Angularity.
- m. Percent elongated particles.
- n. Tensile Strength Ratio (TSR).
- o. Antistrip agent (if required).
- p. Sand equivalent value of the fine aggregate from the combined blend.
- q. Fine Aggregate Angularity of the combined blend.
- r. Dust to asphalt ratio.

The Contractor shall submit samples to the Engineer, upon request, for job mix formula verification testing.

The job mix formula for each mixture shall be in effect until modified in writing by the Engineer. Should a change in sources of materials be made, a new job mix formula must be approved in writing by the Engineer before the new material is used.

<b>TABLE 1 - SUPERPAVE DESIGN CRITERIA</b> <b>Pavements for gross aircraft weights of 60,000 pounds or more.</b>		
<b>Test Property</b>	<b>Design Criteria for Nominal Maximum Aggregate Size</b>	
	<b>3/4" Nom. (19 mm Nom.)</b>	<b>1/2"Nom. (12.5 mm Nom.)</b>
Initial Number of Gyration (N <sub>ini</sub> )	8	8
Design Number of Gyration (N <sub>des</sub> )	85	85
Maximum Number of Gyration (N <sub>max</sub> )	130	130
Air voids @ N <sub>des</sub>	4.0	4.0
Voids in Mineral Aggregate @ N <sub>des</sub> , %	13.0 min.	14.0 min
Voids filled with Asphalt @ N <sub>des</sub> , %	65-78	65-78
Dust proportion	0.6-1.2	0.6-1.2
Dust proportion (coarser gradations <sup>1</sup> )	0.6-1.6	0.6-1.6
Fine Aggregate Angularity	45 min.	45 min.
%G <sub>mm</sub> @ N <sub>ini</sub>	≤90.50	≤ 90.50
%G <sub>mm</sub> @ N <sub>max</sub>	≤98.00	≤ 98.00

<b>TABLE 1</b> <b>SUPERPAVE DESIGN CRITERIA</b> <b>Pavements designed for gross aircraft weights of less than 60,000 pounds.</b>		
<b>Test Property</b>	<b>Design Criteria for Nominal Maximum Aggregate Size</b>	
	<b>3/4" Nom. (19 mm Nom.)</b>	<b>1/2"Nom. (12.5 mm Nom.)</b>
Initial Number of Gyration (N <sub>ini</sub> )	7	7
Design Number of Gyration (N <sub>des</sub> )	60	60
Maximum Number of Gyration (N <sub>max</sub> )	90	90
Air voids @ N <sub>des</sub>	4.0	4.0
Voids in Mineral Aggregate @ N <sub>des</sub> , %	13.0 min.	14.0 min
Voids filled with Asphalt @ N <sub>des</sub> , %	65-78	65-78
Dust proportion	0.6-1.2	0.6-1.2
Dust proportion (coarse gradation <sup>1</sup> )	0.6-1.6	0.6-1.6
Fine Aggregate Angularity	42 min.	42 min.
%G <sub>mm</sub> @ N <sub>ini</sub>	≤90.50	≤ 90.50
%G <sub>mm</sub> @ N <sub>max</sub>	≤98.00	≤ 98.00

1. A coarse gradation is defined as a gradation passing below the restricted zone. The restricted zone is defined in the Asphalt Institute's Manual Superpave, Series 2 (SP-2).

**(Table 2) (RESERVED)**

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory screens, will conform to the gradation or gradations specified in Table 3 when tested in accordance with ASTM Standard C 136 and C 117. Optimum gradations are approximately parallel to the specification bands.

The gradations in Table 3 represent the limits which shall determine the suitability of aggregate for use from the sources of supply. The aggregate, as selected (and used in the JMF), shall have a gradation within the limits designated in Table 3.

Deviations from the final approved mix design for bitumen content and gradation of aggregates shall be within the action limits for individual measurements as specified in paragraph 401-6.5a., PROVIDED DEVIATIONS FALL INSIDE THE CONTROL POINTS IN TABLE 3.

The nominal maximum size aggregate used shall not be more than one-third of the thickness of the course being constructed. For example, when the nominal maximum size is 1/2" (12.5 mm), the thickness of the course being constructed shall be 1-1/2" (37.5 mm) or more.

**TABLE 3  
AGGREGATE—BITUMINOUS PAVEMENTS**

Sieve Size	Runway Pavements		Taxiway and Apron Pavements			
	3/4-inch (19 mm) Nominal Maximum Size Aggregate	1/2-inch (12.5 mm) Nominal Maximum Size Aggregate	3/4-inch (19 mm) Nominal Maximum Size Aggregate		1/2-inch (12.5 mm) Nominal Maximum Size Aggregate	
	Gradation Limits	Gradation Limits	Gradation Control Points Percent Passing by Weight		Gradation Control Points Percent Passing by Weight	
			Min.	Max.	Min.	Max.
1 in. (25.4 mm)	100	100	100	100		
3/4 in. (19.0 mm)	76-98	100	90	100	100	100
1/2 in. (12.5 mm)	66-86	79-99		90	90	100
3/8 in. (9.5 mm)	57-77	68-88				90
No. 4 (4.75 mm)	40-60	48-68				
No. 8 (2.36 mm)	26-46	33-53	23	49	28	58
No. 16 (1.18 mm)	17-37	20-40				
No. 30 (0.60 mm)	11-27	14-30				
No. 50 (0.30 mm)	7-19	9-21				
No. 100 (0.15 mm)	6-16	6-16				
No. 200 (0.075 mm)	3-6	3-6	2	8	2	10
Asphalt Cement Content (%)	4.5-7.0	5.0-7.5	4.5	7.0	5.0	7.5

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when the specific gravity varies by 10 percent or more.

**401-3.3 RECYCLED ASPHALT CONCRETE.** RAP will not be permitted.

**401-3.4 TEST SECTION.** Prior to full production, the Contractor shall prepare and place a quantity of bituminous mixture according to the job mix formula. The amount of mixture should be sufficient to construct a test section **300 feet** long and **25 feet** wide placed in two lanes, with a longitudinal cold joint,

and shall be of the same depth specified for the construction of the course which it represents. A cold joint is defined as an exposed construction joint at least four (4) hours old. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

The test section shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in paragraph 401-5.1 and 401-6.3. As a minimum the test section shall consist of 3 sublots.

The test section shall be considered acceptable if; 1) mat density, air voids ( $\%G_{mm} @ N_{des}$ ), and joint density are 90 percent or more within limits based on the PWL calculations, the 2) gradation and asphalt content are within the action limits specified in paragraphs 401-6.5a and 5b, and 3) the Voids in Mineral Aggregate @  $N_{des}$ , Voids filled with Asphalt @  $N_{des}$ , Dust Proportion,  $\%G_{mm} @ N_{ini}$ , and  $\%G_{mm} @ N_{max}$  are within the limits of Table 1.

If the initial test section should prove to be unacceptable, the necessary adjustments to the job mix formula, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that are not acceptable shall be removed at the Contractor's expense. Full production shall not begin until an acceptable section has been constructed and accepted by the Engineer. The initial test section, whether acceptable or unacceptable, and any subsequent section that meets specification requirements shall be paid for in accordance with paragraph 401-8.1.

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the job mix formula. It should be recognized that the aggregates produced by the plant may not satisfy the gradation requirements or produce a mix that exactly meets the JMF. In those instances, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens should be prepared and the optimum bitumen content determined in the same manner as for the original design tests.

**401-3.5 TESTING LABORATORY.** The laboratory used to develop the job mix formula shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements shall be submitted to the Engineer prior to the start of construction. The certification shall contain as a minimum:

- a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.
- b. A listing of equipment to be used in developing the job mix.
- c. A copy of the laboratory's quality control system.
- d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program
- e. Evidence that the laboratory is accredited, for the test methods required herein by a nationally recognized laboratory accreditation organization.

## CONSTRUCTION METHODS

**401-4.1 WEATHER LIMITATIONS.** The bituminous mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

**TABLE 4. BASE TEMPERATURE LIMITATIONS**

Mat Thickness	Base Temperature (Minimum)	
	Deg. F	Deg. C
3 in. (75 mm) or greater	40	4
Greater than 1 in. (25 mm) but less than 3 in. (75 mm)	45	7
1 in. (25 mm) or less	50	10

**401-4.2 BITUMINOUS MIXING PLANT.** Plants used for the preparation of bituminous mixtures shall conform to the requirements of ASTM D 995 with the following changes:

**a. Requirements for All Plants.**

**(1) Truck Scales.** The bituminous mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, Section 90-01.

**(2) Testing Facilities.** The Contractor shall provide laboratory facilities at the plant for the use of the Engineer's acceptance testing and the Contractor's quality control testing, in accordance with paragraph 401-6.2d.

**(3) Inspection of Plant.** The Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

**(4) Storage Bins and Surge Bins.** Paragraph 3.9 of ASTM D 995 is deleted. Instead, the following applies. Use of surge bins or storage bins for temporary storage of hot bituminous mixtures will be permitted as follows:

- (a)** The bituminous mixture may be stored in surge bins for period of time not to exceed 3 hours.
- (b)** The bituminous mixture may be stored in insulated storage bins for a period of time not to exceed 24 hours.

The bins shall be such that mix drawn from them meets the same requirements as mix loaded directly into trucks.

If the Engineer determines that there is an excessive amount of heat loss, segregation or oxidation of the mixture due to temporary storage, no overnight storage will be allowed.

**401-4.3 HAULING EQUIPMENT.** Trucks used for hauling bituminous mixtures shall have tight, clean, and smooth metal beds. Each truck shall be capable of protecting the mixture from adverse weather and shall be capable of delivering the mixture to the site at the specified temperature. Minimal amounts of an approved coating material may be used to prevent the mixture from adhering to the truck bed.

**401-4.4 BITUMINOUS PAVERS.** Bituminous pavers shall be self-propelled, with an activated screed, heated as necessary, and shall be capable spreading and finishing courses of bituminous plant mix

material which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. The screed shall be equal to the width of the pavement being placed. This may require installing hard extensions as recommended by the Asphalt Institute MS-22.

The paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

The controls shall be capable of working in conjunction with any of the following attachments:

- a. Ski-type device of not less than 30 feet (9.14 m) in length.
- b. Taut stringline (wire) set to grade.
- c. Short ski or shoe.
- d. Laser control.

**401-4.5 ROLLERS.** Vibratory, static, or pneumatic-tired type shall be in good condition, capable of operating at slow speeds to avoid displacement of the bituminous mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.

The use of equipment which causes excessive crushing of the aggregate will not be permitted.

**401-4.6 PREPARATION OF BITUMINOUS MATERIAL.** The bituminous material shall be heated in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature. The temperature of the bituminous material delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325 degrees F (160 degrees C), unless otherwise required by the manufacturer.

**401-4.7 PREPARATION OF MINERAL AGGREGATE.** The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. 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 degrees F (175 degrees C) when the asphalt 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.

**401-4.8 PREPARATION OF BITUMINOUS MIXTURE.** The aggregates and the bituminous material shall be weighed or metered and introduced into the mixer in the amount specified by the job mix formula.

The combined materials shall be mixed until the aggregate obtains a uniform coating of bitumen 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 D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent 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 bituminous mix upon discharge shall not exceed 0.5 percent.

**401-4.9 PREPARATION OF THE UNDERLYING SURFACE.** Immediately before placing the bituminous mixture, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with Item P-602 or P-603, if required by the contract specifications.

**401-4.10 TRANSPORTING, PLACING, AND FINISHING.** The bituminous mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 401-3. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided during night placements. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to 140 degrees F (60 degrees C) or less.

The Contractor may elect to use a material transfer vehicle to deliver mix to the paver.

The initial placement and compaction of the mixture shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250 degrees F (121 degrees C).

The minimum lift thickness for placement of bituminous mixture shall be 3 times the nominal maximum aggregate size. The maximum lift thickness shall be no more than 5 times the nominal maximum aggregate size unless otherwise indicated on the contract drawings. For mixtures where the gradation passes below the restricted zone (coarse mixtures) as defined in the Asphalt Institute, Superpave Manual SP-2, the minimum lift thickness shall be 4 times the nominal maximum aggregate size.

Upon arrival, the mixture shall be placed to the full width by a bituminous paver with a full width vibrating screed. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of **12.5 feet** except where edge lanes require less width to complete the area. 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 the pavement. 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 mixture may be spread and luted by hand tools.

**401-4.11 COMPACTION OF MIXTURE.** After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor.

The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be immediately corrected.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened and scrapers used.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers or mechanical plate compactors.

Any mixture 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.

**401-4.12 JOINTS.** The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid mixture 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 given a tack coat of bituminous material before placing any fresh mixture against the joint.

Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective shall be cut back to expose a clean, sound surface for the full depth of the course. All contact surfaces shall be given a tack coat of bituminous material prior to placing any fresh mixture against the joint.

## MATERIAL ACCEPTANCE

**401-5.1 ACCEPTANCE SAMPLING AND TESTING.** Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor. Testing organizations performing these tests shall meet the requirements of ASTM D 3666. All equipment in Contractor furnished laboratories shall be calibrated by the testing organization prior to the start of operations. All Contractor personnel preparing laboratory compacted acceptance specimens shall be a state certified Superpave Field Testing Technician or equivalent acceptable to the Engineer.

**a. Plant-Produced Material.** Plant-produced material shall be tested for air voids on a lot basis. Sampling shall be from material behind the laydown operation in accordance with paragraph 401-5.1.a (1) Sampling. Acceptance samples, for each lot, shall not be obtained from the first 50 tons of plant-produced material unless multiple lots occur in one day of production. The first 50 tons of plant-produced material shall be included in the requirements of paragraph 401-5.1b. A lot will consist of:

- one day's production not to exceed 2,000 tons (1 814 000 kg), or
- a half day's production where a day's production is expected to consist of between 2,000 and 4,000 tons (1 814 000 and 3 628 000 kg), or
- similar subdivisions for tonnages over 4,000 tons (3 628 000 kg).

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

**(1) Sampling.** Each lot will consist of four equal sublots. Sufficient material for preparation of test specimens for all testing will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. The Contractor shall prepare, under the supervision of the Engineer, the laboratory compacted test specimens and provide the Engineer with a printout of all data generated by the gyratory compaction equipment. One set of laboratory compacted specimens will be prepared, at the design number of gyrations required by paragraph 401-3.2, Table 1, for each subplot, in accordance with the compaction procedures outlined in Chapter 5, Superpave Level 1 Mix Design, of the Asphalt Institute's Manual Superpave Series No. 2 (SP-2), Superpave Mix

Design. Each set of laboratory compacted specimens will consist of two test portions prepared from the same sample increment.

The sample of bituminous mixture shall be maintained at a temperature at or above the specified compaction temperature for a period of no less than 30 minutes. For mixtures containing aggregates with absorption values greater than 1.5 percent, the mixture shall be maintained at a temperature at or above the specified compaction temperature for a period of no less than 60 minutes. If necessary, the sample shall be placed in an oven, for not more than 60 to 90 minutes, to bring the samples to the proper compaction temperature. The compaction temperatures shall be as specified in the job mix formula.

- (2) **Testing.** Air voids will be determined by the Engineer in accordance with ASTM D 3203.

The bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable, for use in computing air voids.

For air voids and pavement density, the theoretical maximum specific gravity of the mixture shall be measured for each subplot in accordance with ASTM D 2041, Type C, D, or E container. The value used in the air voids computation for each subplot shall be based on the maximum specific gravity measurement performed for the subplot.

- (3) **Acceptance.** Acceptance of plant-produced material for air voids shall be determined by the Engineer in accordance with the requirements of paragraph 401-5.2b.

- b. **Field Placed Material.** Material placed in the field shall be tested for mat and joint density on a lot basis.

- (1) **Mat Density.** The lot size shall be the same as that indicated in paragraph 401-5.1.a and shall be divided into four equal sublots. One 6-inch diameter core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall not be taken closer than one foot from a transverse or longitudinal joint.
- (2) **Joint Density.** The lot size shall be the total length of longitudinal joints constructed by a lot of material as defined in paragraph 401-5.1a. The lot shall be divided into four equal sublots. One 6-inch diameter core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. All coring shall be centered on the joint.
- (3) **Sampling.** Samples shall be neatly cut with a core drill. The cutting edge of the core drill bit shall be of hardened steel or other suitable material with diamond chips embedded in the metal cutting edge. The minimum diameter of the sample shall be three inches. Samples that are clearly defective, as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored pavement.

Cored holes shall be filled in a manner acceptable to the Engineer and within one day after sampling.

(4) **Testing.** The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D 2726 or ASTM D 1188, whichever is applicable. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the maximum theoretical specific gravity for that subplot, as determined by paragraph 401-5.1a(2). The maximum theoretical specific gravity used to determine the joint density at joints between two different lots shall be the lower of the specific gravity values from the two different lots.

(5) **Acceptance.** Acceptance of field placed material for mat density will be determined by the Engineer in accordance with the requirements of paragraph 401-5.2c. Acceptance for joint density will be determined in accordance with the requirements of paragraph 401-5.2d.

c. **Partial Lots - Plant-Produced Material.** When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, i.e.,  $n = 5$  or  $n = 6$ , for example.

d. **Partial Lots - Field Placed Material.** The lot size for field placed material shall correspond to that of the plant material, except that, in no cases, less than (3) cored samples shall be obtained for the acceptance plan calculations, i.e.,  $n = 3$ .

#### 401-5.2 ACCEPTANCE CRITERIA.

a. **General.** Acceptance will be based on the following characteristics of the bituminous mixture and completed pavement as well as the implementation of the Contractor's Quality Control plan and test results:

- |                 |                   |                |
|-----------------|-------------------|----------------|
| (1) Air voids   | (3) Joint density | (5) Smoothness |
| (2) Mat density | (4) Thickness     | (6) Grade      |

Air voids, mat density, and joint density will be evaluated for acceptance on a lot basis using the method of estimating percentage of material within specification limits (PWL). Acceptance using PWL considers the variability (standard deviation) of the material and the testing procedures, as well as the average (mean) value of the test results to calculate the percentage of material that is above the lower specification tolerance limit (L) or below the upper specification tolerance limit (U).

Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 401-5.2.f(4). Acceptance for smoothness will be based on the criteria contained in paragraph 401-5.2f(5). Acceptance for grade will be based on the criteria contained in paragraph 401-5.2f(6).

The Engineer may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the

Engineer, and, if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

- b. Air Voids.** Evaluation for acceptance of each lot of plant produced material for air voids shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher. Consistently producing at a target air void content between 3.35 and 4.65 percent with a standard deviation of 0.65 percent will result in an average PWL of 90.
- c. Mat Density.** Evaluation for acceptance of each lot of in-place pavement for mat density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher. Consistently producing at a target mat density of 94.5 percent with a standard deviation of 1.3 percent will result in an average PWL of 90.
- d. Joint Density.** Evaluation for acceptance of each lot of in-place pavement for joint density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher. Consistently producing at a target joint density of 92.8 percent with a standard deviation of 1.8 percent will result in an average PWL of 90. Consistently producing at a target joint density of 92.0 percent with a standard deviation of 1.8 percent will result in an average PWL of 80. Consistently producing at a target joint density of 91.5 percent with a standard deviation of 1.8 percent will result in an average PWL of 71.
- e. Percentage of Material Within Specification Limits (PWL).** The percentage of material within specification limits (PWL) shall be determined in accordance with procedures specified in Section 110 of the General Provisions. The specification tolerance limits (L) and (U) are contained in Table 5.

**TABLE 5 - ACCEPTANCE LIMITS**

Test Property	Specification Tolerance Limits	
	Lower	Upper
Air Voids, (% @ N <sub>des</sub> )	2.5	5.5
Mat Density, %G <sub>mm</sub>	92.8	
Joint Density, %G <sub>mm</sub>	90.5	

**f. Acceptance Criteria.**

- (1) Mat Density and Air Voids.** If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 401-8.1.
- (2) Paragraph reserved.**
- (3) Joint Density.** If the PWL of the lot is equal to or exceeds 90 percent, the lot shall be considered acceptable. If the PWL is less than 90 percent, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80 percent, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71 percent, the lot pay factor for the first lot used to complete the joint shall be reduced by 5 percentage points. This lot pay factor reduction shall be incorporated and evaluated in accordance with paragraph 401-8.1.

- (4) **Thickness.** Thickness shall be evaluated for compliance by the Engineer to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each subplot for density measurement.
  - (5) **Smoothness.** The finished surfaces of the pavement shall not vary more than ¼ inch for the surface course. Each lot shall be evaluated with a 12-foot (3.6 m) straightedge. The lot size shall be 2500 square yards (square meters). Measurements will be made perpendicular and parallel to the centerline at distances not to exceed 50 feet (15.2 m). When more than 15 percent of all measurements within a lot exceed the specified tolerance, the Contractor shall remove the deficient area and replace with new material. Sufficient material shall be removed to allow at least one inch of asphalt concrete to be placed. Skin patching shall not be permitted. High points may be ground off.
  - (6) **Grade.** The finished surface of the pavement shall not vary from the gradeline elevations and cross sections shown on the plans by more than 1/2 inch. The finished grade of each lot will be determined by running levels at intervals of 50 feet or less longitudinally and transversely to determine the elevation of the completed pavement. The lot size shall be 2500 square yards. When more than 15 percent of all the measurements within a lot are outside the specified tolerance, the Contractor shall remove the deficient area and replace with new material. Sufficient material shall be removed to allow at least 2" of asphalt concrete to be placed. Skin patching for correcting low areas shall not be permitted. High points may be ground off.
- g. **Outliers.** All individual tests for mat density and air voids shall be checked for outliers (test criterion) in accordance with ASTM E 178, at a significance level of 5 percent. Outliers shall be discarded, and the PWL shall be determined using the remaining test values.

#### 401-5.3 RESAMPLING PAVEMENT.

- a. **General.** Resampling of a lot of pavement for mat density will be allowed if the Contractor requests, in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-5.1b and 401-5.2c. Only one resampling per lot will be permitted.
  - (1) A redefined PWL shall be calculated for the resampled lot. The number of tests used to calculate the redefined PWL shall include the initial tests made for that lot plus the retests.
  - (2) The cost for resampling and retesting shall be borne by the Contractor.
- b. **Payment for Resampled Lots.** The redefined PWL for a resampled lot shall be used to calculate the payment for that lot in accordance with Table 6.
- c. **Outliers.** If the tests within a lot include a very large or a very small value which appears to be outside the normal limits of variation, check for an outlier in accordance with ASTM E 178, at a significance level of 5 percent, to determine if this value should be discarded when computing the PWL.

## CONTRACTOR QUALITY CONTROL

**401-6.1 GENERAL.** The Contractor shall develop a Quality Control Program in accordance with Section 100 of the General Provisions. The program shall address all elements which effect the quality of the pavement including, but not limited to:

- |                                |                                     |
|--------------------------------|-------------------------------------|
| <b>a.</b> Mix Design           | <b>f.</b> Mixing and Transportation |
| <b>b.</b> Aggregate Grading    | <b>g.</b> Placing and Finishing     |
| <b>c.</b> Quality of Materials | <b>h.</b> Joints                    |
| <b>d.</b> Stockpile Management | <b>i.</b> Compaction                |
| <b>e.</b> Proportioning        | <b>j.</b> Surface smoothness        |

**401-6.2 TESTING LABORATORY.** The Contractor shall provide a fully equipped asphalt laboratory located at the plant or job site. It shall be available for joint use by the Contractor for quality control testing and by the Engineer for acceptance testing and must have adequate equipment for the performance of the tests required by these specifications. The Engineer shall have priority in use of the equipment necessary for acceptance testing.

The effective working area of the laboratory shall be a minimum of 150 square feet (14 square meters) with a ceiling height of not less than 7.5 feet (2.3 meters). Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 70 degrees F + 5 degrees (21 degrees C + 2.3 degrees C).

Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting 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.

**401-6.3 QUALITY CONTROL TESTING.** The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the Quality Control Program. The testing program shall include, but not necessarily limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

- a. Asphalt Content.** A minimum of two extraction tests shall be performed per lot in accordance with ASTM D 2172 or ASTM D 6307 for determination of asphalt content. The weight of ash portion of the extraction test, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

The use of the nuclear method for determining asphalt content in accordance with ASTM D 4125 is permitted, provided that it is calibrated for the specific mix being used.

The use of a binder ignition oven for determining asphalt content in accordance with ASTM D-6307 is permitted, provided that it is calibrated for the specific mix being used.

This calibration shall be provided to the Engineer prior to the start of production. The Engineer reserves the right to verify the calibration of any equipment.

- b. Gradation.** Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with AASHTO T 30 and ASTM C 136 (Dry Sieve). When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix or continuous mix plants, and tested in accordance with ASTM C 136 (dry sieve) using actual batch weights to determine the combined aggregate gradation of the mixture. If RAP is used in the mix and the asphalt content is determined by the ignition method, aggregate gradations shall be determined from mechanical analysis of the extracted (ignited) aggregate in accordance with AASHTO T30 or ASTM C117 and ASTM C136 (Dry Sieve). If RAP is not used in the mix and the asphalt content is determined by the ignition method, aggregate gradations shall be determined from a mechanical analysis of the combined virgin aggregate, taken just prior to introduction into the dryer drum or mixer, and tested in accordance with ASTM C117 and ASTM C136 (Dry Sieve).
- c. Fine Aggregate Angularity.** The fine aggregate angularity of the fine aggregate used for production shall be determined once per lot in accordance with AASHTO T304, Method A.
- d. Moisture Content of Aggregate.** The moisture content of the aggregate used for production shall be determined once per lot in accordance with ASTM C 566
- e. Moisture Content of Mixture.** The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461. If it exceeds 0.5% by weight of dry mix, the Contractor shall cease production until an action acceptable to the Engineer is taken.
- f. Temperatures.** Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the bitumen in the storage tank, the mixture at the plant, and the mixture at the job site.
- g. 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 D 2950.
- h. Additional Testing.** Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.
- i. Monitoring.** The Engineer reserves the right to monitor any or all of the above testing.
- j. Aggregate Quality.** The Contractor shall perform specific gravity and absorption tests on all aggregates used. These tests will be run at least one per week. If the specific gravity parameters vary more than plus or minus 10 percent of the values obtained in the mix design, the Contractor will be required to submit a new job mix formula.

**401-6.4 SAMPLING.** When directed by the Engineer, the Contractor shall sample and test any material which appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

**401-6.5 CONTROL CHARTS.** The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

- a. **Individual Measurements.** Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

**CONTROL CHART LIMITS FOR INDIVIDUAL MEASUREMENTS**

Sieve	Action Limit	Suspension Limit
1 inch (25.0 mm)	0%	0%
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 (0.30 mm)	+/-3%	+/-4.5%
No. 200 (0.075 mm)	+/-2%	+/-3%
Asphalt Content	+/-0.4%	+/-0.60%

- b. **Range.** Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

**CONTROL CHART LIMITS BASED ON RANGE**

**(Based on n = 2)**

Sieve	Suspension Limit
-------	------------------

3/4 inch (19 mm)	11 percent
1/2 inch (12.5 mm)	11 percent
3/8 inch (9.5 mm)	11 percent
No. 4 (4.75 mm)	11 percent
No. 16 (1.18 mm)	9 percent
No. 50 (0.30 mm)	6 percent
No. 200 (0.075 mm)	3.5 percent
Asphalt Content	0.8 percent

c. **Corrective Action.** The Quality Control Plan 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.
- (3) ANY LIMIT THAT FALLS OUTSIDE THE CONTROL POINTS IN TABLE 3.

**401-6.6 Additional Plant-Produced Material Testing.** The Contractor shall obtain one sample per lot from material behind the laydown operation in accordance with paragraph 401-5.1.a (1) Sampling. Samples shall not be obtained from the first 50 tons of plant-produced material unless multiple lots occur in one day of production. Sufficient material for preparation of three test specimens for testing in accordance with ASTM D 6926, paragraph 4.5, using ~~[50 blows per face]~~**[75 blows per face]**.

The sample of bituminous mixture shall be maintained at a temperature at or above the specified compaction temperature for a period of no less than 30 minutes. If necessary, the sample shall be placed in an oven, for not more than 60 minutes, to bring the samples to the proper compaction temperature. The compaction temperatures shall be as specified in the job mix formula.

The bulk specific gravity of each test specimen shall be measured by the Contractor in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable.

The bulk specific gravity for each lot shall be computed by averaging the results of all test specimens representing that lot and reported to the Engineer in writing.

**METHOD OF MEASUREMENT**

**401-7.1 MEASUREMENT.** Plant mix bituminous concrete pavement shall be measured by the number of tons of bituminous mixture used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

**BASIS OF PAYMENT**

**401-8.1 PAYMENT.** Payment for an accepted lot of bituminous concrete pavement shall be made at the contract unit price per ton (kg) for bituminous mixture adjusted according to paragraph 401-8.1a, subject to the limitation that:

The total project payment for plant mix bituminous concrete pavement shall not exceed **106** percent of the product of the contract unit price and the total number of tons of bituminous mixture used in the accepted work (See Note 2 under Table 6).

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.

- a. 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 percent 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 percent 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 percent. The lot pay factor shall be reduced as necessary per paragraph 401-5.2f(3) Joint Density

**TABLE 6. PRICE ADJUSTMENT SCHEDULE <sup>1</sup>**

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5PWL + 55
55 – 74	1.4PWL – 12
Below 55	Reject <sup>2</sup>

<sup>1</sup> ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 106 PERCENT FOR EACH LOT, ACTUAL PAYMENT ABOVE 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 401-8.1.

<sup>2</sup> The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price AND THE TOTAL PROJECT PAYMENT LIMITATION SHALL BE REDUCED BY THE AMOUNT WITHHELD FOR THE REJECTED LOT.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1. Payment in excess of 100 percent for accepted lots of bituminous concrete pavement shall be used to offset payment for accepted lots of bituminous concrete pavement that achieve a lot pay factor less than 100 percent.

- b. Payment.** Payment will be made under:

Item P-401-8.1a Bituminous **Surface** Course--per ton

## TESTING REQUIREMENTS

ASTM C 29	Unit Weight of Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Test Method for Materials Finer than 75-um (No.200) Sieve in Mineral Aggregates by Washing
ASTM C 131	Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C 183	Sampling Hydraulic Cement
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 995	Requirements for Mixing Plants for Hot-Mixed Hot-Laid Bituminous Paving Mixtures
ASTM D 118	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens
ASTM D 1461	Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2489	Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens
ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 3665	Random Sampling of Paving Materials
ASTM D 3666	Inspection and Testing Agencies for Bituminous Paving Materials
ASTM D 4125	Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4791	Flat or Elongated Particles in Coarse Aggregate
ASTM D 4867	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5821	Standard Test Method for determining the percentage of Fractured Particles in Coarse Aggregate
ASTM D 6307	Asphalt Content of Hot Mix Asphalt by Ignition Method.
ASTM D 6926	Standard Practice for Preparation of Bituminous Specimens Using MARSHALL Apparatus
ASTM E 178	Practice for Dealing With Outlying Observations
AASHTO T 30	Mechanical Analysis of Extracted Aggregate
AASHTO T 245	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
AASHTO T 304	Test for Fine Aggregate Angularity (Method A)
Manual SP-1	Asphalt Institute Superpave Asphalt Binder Specification
Manual SP-2	Asphalt Institute Superpave Level I Mix design

## MATERIAL REQUIREMENTS

ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 946	Asphalt Cement for Use in Pavement Construction
ASTM D 4552	Classifying Hot-Mix Recycling Agents
AASHTO MP1	Performance Graded Binder Designation

END OF SPECIFICATION

## Part 7 – Miscellaneous

### Item P-602 Bituminous Prime Coat

#### DESCRIPTION

**602-1.1** This item shall consist of an application of bituminous material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

#### MATERIALS

**602-2.1 BITUMINOUS MATERIAL.** The types, grades, controlling specifications, and application temperatures for the bituminous materials are given in Table 1. The Engineer shall designate the specific material to be used.

**Table 1 Bituminous Material**

Type and Grade	Specification	Application Temperatures <sup>1</sup>	
		Deg. F	Deg. C
<b>Emulsified Asphalt</b>			
SS-1, SS-1h	ASTM D 977	70-160	20-70
MS-2, HFMS-1	ASTM D 977	70-160	20-70
CSS-1, CSS-1h	ASTM D 2397	70-160	20-70
CMS-2	ASTM D 2397	70-160	20-70
<b>Cutback Asphalt</b>			
RC-30	ASTM D 2028	80+	30+
RC-70	ASTM D 2028	120+	50+
RC-250	ASTM D 2028	165+	75+
<sup>1</sup> The maximum temperature for cutback asphalt shall be that at which fogging occurs.			

#### CONSTRUCTION METHODS

**602-3.1 WEATHER LIMITATIONS.** The prime coat shall be applied only when the existing surface is dry or contains sufficient moisture to get uniform distribution of the bituminous material, when the atmospheric temperature is above 60 °F (15 °C), and when the weather is not foggy or rainy. The temperature requirements may be waived, but only when so directed by the Engineer.

**602-3.2 EQUIPMENT.** The equipment used by the Contractor shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gauges, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

If the distributor is not equipped with an operable quick shut off valve, the prime operations shall be started and stopped on building power. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the owner.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

**602-3.3 APPLICATION OF BITUMINOUS MATERIAL.** Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The bituminous material including solvent shall be uniformly applied with a bituminous distributor at the rate of 0.25 to 0.50 gallons per square yard (1.20 to 2.40 liters per square meter) depending on the base course surface texture. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the primed surface shall be allowed to dry not less than 48 hours without being disturbed or for such additional time as may be necessary to permit the drying out of the prime coat until it will not be picked up by traffic or equipment. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the surfacing has been placed. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading any sand necessary to blot up excess bituminous material.

**602-3.4 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY.** Samples of the bituminous materials that the Contractor proposes to use, together with a statement as to their source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous materials to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials, so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The test reports shall contain all the data required by the applicable specification. If the Contractor applies the prime material prior to receipt of the tests reports, payment for the material shall be withheld until they are received. If the material does not pass the specifications it shall be replaced at the contractor's expense. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as basis for final acceptance. All such test reports shall be subject to verification by testing samples of materials received for use on the project.

**602-3.5 FREIGHT AND WEIGH BILLS.** Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

#### METHOD OF MEASUREMENT

**602-4.1** The bituminous material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60 °F in accordance with ASTM D 1250 for cutback asphalt, and Table IV-3 of The Asphalt Institute's Manual MS-6 for emulsified asphalt.

#### BASIS OF PAYMENT

**602-5.1** Payment shall be made at the contract unit price per gallon for bituminous prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602-5.1 Bituminous Prime Coat-per gallon

#### TESTING REQUIREMENTS

ASTM D 1250 Petroleum Measurement Tables

Asphalt Institute  
Manual MS-6 Table IV-3 Asphalt Pocketbook of Useful Information (Temperature-Volume Corrections for Emulsified Asphalts)

#### MATERIAL REQUIREMENTS

ASTM D 977 Emulsified Asphalt

ASTM D 2028 Cutback Asphalt (Rapid Curing Type)

ASTM D 2397 Cationic Emulsified Asphalt

END OF ITEM P-602

## Item P-603 Bituminous Tack Coat

### DESCRIPTION

**603-1.1** This item shall consist of preparing and treating a bituminous or concrete surface with bituminous material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

### MATERIALS

**603-2.1 BITUMINOUS MATERIALS.** The bituminous material shall be either cutback asphalt, emulsified asphalt, or tar and shall conform to the requirements of Table 1. The type, grade, controlling specification, and application temperature of bituminous material to be used shall be specified by the Engineer.

**Table 1 Bituminous Material**

Type and Grade	Specification	Application Temperature	
		Deg. F	Deg. C
<b>Emulsified Asphalt</b>			
SS-1, SS-1h	ASTM D 977	75-130	25-55
CSS-1, CSS-1h	ASTM D 2397	75-130	25-55
<b>Cutback Asphalt</b>			
RC-70	ASTM D 2028	120-160	50-70
<b>Tar</b>			
RTCB 5, RTCB 6	AASHTO M 52	60-120	15-50

### 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 above 60 °F (15 °C). The temperature requirements may be waived, but only when so directed by the Engineer.

**603-3.2 EQUIPMENT.** The Contractor shall provide equipment for heating and applying the bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gauges, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

If the distributor is not equipped with an operable quick shut off valve, the tack operations shall be started and stopped on building paper. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the owner.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

**603-3.3 APPLICATION OF BITUMINOUS MATERIAL.** Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom and/or air blast to remove all loose dirt and other objectionable material.

Emulsified asphalt shall be diluted by the addition of water when directed by the Engineer and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before any of the overlying mixture is placed on the tacked surface.

The bituminous material including vehicle or solvent shall be uniformly applied with a bituminous distributor at the rate of 0.05 to 0.15 gallons per square yard (0.24 to 0.72 liters per square meter) depending on the condition of the existing surface. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the surface shall be allowed to cure without being disturbed for such period of time as may be necessary to permit drying out and setting of the tack coat. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the next course has been placed. Suitable precautions shall be taken by the Contractor to protect the surface against damage during this interval.

**603-3.4 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY.** Samples of the bituminous material that the Contractor proposes to use, together with a statement as to its source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous material to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish the vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The tests reports shall contain all the data required by the applicable specification. If the Contractor applies the material prior to receipt of the tests reports, payment for the material shall be withheld until they are received. If the material does not pass the specifications it shall be replaced at the contractor's expense. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing samples of material received for use on the project.

**603-3.5 FREIGHT AND WEIGH BILLS.** Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer. Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

#### METHOD OF MEASUREMENT

**603-4.1** The bituminous material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60 °F (15 °C) in accordance with ASTM D 1250 for cutback asphalt, ASTM D 633 for tar, and Table IV 3 of The Asphalt Institute's Manual MS 6 for emulsified asphalt. Water added to emulsified asphalt will not be measured for payment.

#### BASIS OF PAYMENT

**603.5-1** Payment shall be made at the contract unit price per gallon of bituminous material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603-5.1 Bituminous Tack Coat-per gallon

#### MATERIAL REQUIREMENTS

ASTM D 633	Volume Correction Table for Road Tar
ASTM D 977	Emulsified Asphalt
ASTM D 1250	Petroleum Measurement Tables
ASTM D 2028	Cutback Asphalt (Rapid-Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt
Asphalt Institute Manual MS-6 Table IV-3	Asphalt Pocketbook of Useful Information (Temperature-Volume Corrections for Emulsified Asphalts)

END ITEM P-603

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## Item P-605 Joint Sealing Filler

### DESCRIPTION

**605-1.1** This item shall consist of providing and installing a resilient and adhesive joint sealing filler capable of effectively sealing joints and cracks in pavements.

### MATERIALS

**605-2.1 JOINT SEALERS.** Joint sealing materials shall meet the requirements of ASTM D 1854 - Jet-Fuel-Resistant Concrete Joint Sealer, Hot-Applied Elastic Type, or ASTM D 6690 - Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements.

Each lot or batch of sealing compound 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 compound meets the requirements of this specification.

### 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 above 50 °F at the time of installation of the poured joint sealing material.

#### **605-3.2 PREPARATION OF JOINTS.**

**a. Sawing.** All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

**b. Sealing.** Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, and other foreign material. Cleaning shall be accomplished by sandblasting. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 in from it. Upon completion of cleaning, the joints shall be blown out with compressed air free of oil and water. Only air compressors with operable oil and water traps shall be used to prepare the joints for sealing. The joint faces shall be surface dry when the seal is applied.

**605-3.3 INSTALLATION OF SEALANTS.** Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the Engineer before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Hot Poured Sealants. The joint sealant shall be applied uniformly solid from bottom to top and shall be filled without formation of entrapped air or voids. A backing material shall be placed as shown on the plans and shall be both non-reactive and nonadhesive to the concrete or the sealant material. The heating kettle shall be an indirect heating type, constructed as a double boiler. A positive temperature control and mechanical agitation shall be provided. The sealant shall not be heated to more than 20 °F (-11 °C) below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. A direct connecting pressure type extruding device with nozzles shaped for insertion

into the joint shall be provided. Any sealant spilled on the surface of the pavement, structures and/or lighting fixtures, shall be removed immediately.

#### METHOD OF MEASUREMENT

**605-4.1** Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted.

#### BASIS OF PAYMENT

**605-5.1** Payment for joint sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, 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-605-5.1      Joint Sealing Filler, per linear foot

#### TESTING REQUIREMENTS

ASTM D 412            Test Methods for Vulcanized Rubber and Thermoplastic Elastomers – Tension

ASTM D 1644         Test Methods for Nonvolatile Content of Varnishes

#### MATERIAL REQUIREMENTS

ASTM D 1854            Jet-Fuel-Resistant Concrete Joint Sealer, Hot-Applied Elastic Type

ASTM D 3406            Joint Sealants, Hot-Applied, Elastomeric-Type, for Portland Cement Concrete Pavements

ASTM D 3569            Joint Sealant, Hot-Applied, Elastometric, Jet-Fuel-Resistant Type, for Portland Cement Concrete Pavements

ASTM D 3581            Joint Sealant, Hot-Applied, Jet-Fuel-Resistant Type, for Portland Cement Concrete and Tar-Concrete Pavements

ASTM D 5893            Standard Specifications for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

ASTM D 6690            Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements

FED SPEC SS-S-200E(2) Sealants, Joint, Two-Component, Jet-Blast Resistant, Cold Applied

END ITEM P-605

## Item P-610 Structural Portland Cement Concrete

### DESCRIPTION

**610-1.1** This item shall consist of reinforced structural Portland Cement Concrete (PCC), prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans.

### MATERIALS

**610-2.1 GENERAL.** Only approved materials, conforming to the requirements of these specifications, shall be used in the work. They may be subjected to inspection and tests at any time during the progress of their preparation or use. The source of supply of each of the materials shall be approved by the Engineer before delivery or use is started. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be scored and handled to insure the 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 therein.

In no case shall the use of pit-run or naturally mixed aggregates be permitted. Naturally mixed aggregate shall be screened and washed, and all fine and coarse aggregates shall be stored separately and kept clean. The mixing of different kinds of aggregates from different sources in one storage pile or alternating batches of different aggregates will not be permitted.

**a. Reactivity.** Aggregates shall be tested for deleterious reactivity with alkalis in the cement, which may cause excessive expansion of the concrete. Separate tests of coarse and fine aggregate shall be made in accordance with ASTM C 1260. If the expansion of coarse or fine aggregate test specimens, tested in accordance with ASTM C 1260, does not exceed 0.10 % at 28 days (30 days from casting), the coarse or fine aggregates shall be accepted.

If the expansion of any aggregate, coarse or fine, at 28 days is greater than 0.10%, tests of combined materials shall be made in accordance with ASTM C 1567 using the aggregates, cementitious materials, and/or specific reactivity reducing chemicals in the proportions proposed for the mixture design. If the expansion of the proposed combined materials test specimens, tested in accordance with ASTM C 1567, does not exceed 0.10 % at 28 days, the proposed combined materials will be accepted. If the expansion of the proposed combined materials test specimens is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10 % at 28 days, or new aggregates shall be evaluated and tested.

**610-2.2 COARSE AGGREGATE.** The coarse aggregate for concrete shall meet the requirements of ASTM C 33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C 666, greater than or equal to 95. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet one of the gradations shown in Table 1, using ASTM C 136.

**610-2.3 FINE AGGREGATE.** The fine aggregate for concrete shall meet the requirements of ASTM C 33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of Table 2 when tested in accordance with ASTM C 136:

**Table 1. Gradation For Coarse Aggregate**

Sieve (square openings)	Designation	Percentage Passing Sieves by						Weight No.4
		2"	1-1/2"	1"	3/4"	1/2"	3/8"	
No. 4 to 3/4 in. (4.75-19.0 mm)				100	90-100		20-55	0-10
No. 4 to 1 in. (4.75-25.0 mm)			100	90-100		25-60		0-10
No. 4 to 1-1/2 in. (4.75-38.1 mm)		100	95-100		35-70		10-30	0-5

**Table 2. Gradation For Fine Aggregate**

Sieve (square openings)	Designation	Percentage by Weight Passing Sieves
3/8 in (9.5 mm)		100
No. 4 (4.75 mm)		95-100
No. 16 (1.18 mm)		45-80
No. 30 (0.60 mm)		25-55
No. 50 (0.30 mm)		10-30
No. 100 (0.15 mm)		2-10

Blending will be permitted, if necessary, in order to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, provided that such deficiency does not exceed 5 percent and is remedied by the addition of pozzolanic or cementitious materials other than Portland cement, as specified in 610-2.6 on admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

**610-2.4 CEMENT.** Cement shall conform to the requirements of ASTM C 150 Type III.

The Contractor shall furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the project. The report shall be delivered to the Engineer before permission to use the cement is granted. All such test reports shall be subject to verification by testing sample materials received for use on the project.

**610-2.5 WATER.** The water used in concrete shall be free from sewage, oil, acid, strong alkalis, vegetable matter, and clay and loam. If the water is of questionable quality, it shall be tested in accordance with AASHTO T 26.

**610-2.6 ADMIXTURES.** The use of any material added to the concrete mix shall be approved by the Engineer. Before approval of any material, the Contractor shall be required to submit the results of complete physical and chemical analyses made by an acceptable testing laboratory. Subsequent tests shall be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

Pozzolanic admixtures shall be flyash or raw or calcined natural pozzolans meeting the requirements of ASTM C 618, Class F or N with the exception of loss of ignition, where the maximum shall be less than 6 percent. Class F or N flyash for use in mitigating alkali-silica reactivity shall have a Calcium Oxide (CaO) content of less than 13 percent and a total equivalent alkali content less than 3 percent.

Air-entraining admixtures shall meet the requirements of ASTM C 260. Air-entraining admixtures shall be added at the mixer in the amount necessary to produce the specified air content.

Water-reducing, set-controlling admixtures shall meet the requirements of ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding. Water-reducing admixtures shall be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.

**610-2.7 PREMOLDED JOINT MATERIAL.** Premolded joint material for expansion joints shall meet the requirements of ASTM D 1751.

**610-2.8 JOINT FILLER.** The filler for joints shall meet the requirements of Item P-605, unless otherwise specified in the proposal.

**610-2.10 COVER MATERIALS FOR CURING.** Curing materials shall conform to one of the following specifications:

Waterproof paper for curing concrete	ASTM C 171
Polyethylene Sheeting for Curing Concrete	ASTM C 171
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309, Type 2

## 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 herein. All machinery and equipment owned or controlled by the Contractor, which he proposes to use on the work, shall be of sufficient size to meet the requirements of the work, and shall be such as to produce satisfactory work; all work shall be subject to the inspection and approval of the Engineer.

**610-3.2 CONCRETE COMPOSITION.** The concrete shall develop a compressive strength of 3,500 psi in 28 days as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The concrete shall contain not less than 470 pounds of cement per cubic yard (280 kg per cubic meter). The concrete shall contain 5 percent of entrained air, plus or minus 1 percent, as determined by ASTM C 231 and shall have a slump of not more than 4 in (10 cm) as determined by ASTM C 143.

**610-3.3 ACCEPTANCE SAMPLING AND TESTING.** Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 3.2. The concrete shall be sampled in accordance with ASTM C 172. Compressive strength specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

Concrete cylindrical test specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The Contractor shall cure and store the test specimens under such conditions as directed. The Engineer will make the actual tests on the specimens at no expense to the Contractor.

**610-3.4 PROPORTIONING AND MEASURING DEVICES.** When package cement is used, the quantity for each batch shall be equal to one or more whole sacks of cement. The aggregates shall be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge shall be contained in each batch compartment. Weighing boxes or hoppers shall be approved by the Engineer and shall provide means of regulating the flow of aggregates into the batch box so that the required and exact weight of aggregates can be readily obtained.

**610-3.5 CONSISTENCY.** The consistency of the concrete shall be checked by the slump test specified in ASTM C 143.

**610-3.6 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 C 94.

**610-3.7 MIXING CONDITIONS.** The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50 °F (10 °C) nor more than 100 °F (38 °C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his/her expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The delivery of concrete to the job shall be in such a manner that batches of concrete will be deposited at uninterrupted intervals.

**610-3.8 FORMS.** Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the Engineer. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as designed 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 Contractor shall bear responsibility for their adequacy. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes.

The internal ties shall be arranged so that, when the forms are removed, no metal will show in the concrete surface or discolor the surface when exposed to weathering. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied shortly before the concrete is placed. Forms shall be constructed so that they can be removed without injuring the concrete or concrete surface. The forms shall not be removed before the expiration of at least 30 hours from vertical faces, walls, slender columns, and similar structures; forms supported by falsework under slabs, beams, girders, arches, and similar construction shall not be removed until tests indicate that at least 60% of the design strength of the concrete has developed.

**610-3.9 PLACING REINFORCEMENT.** All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concreting. 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.

**610-3.10 EMBEDDED ITEMS.** Before placing concrete, any items that are to be embedded shall be firmly and securely fastened in place as indicated. All such items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The embedding of wood shall be avoided. The concrete shall be spaded and consolidated around and against embedded items.

**610-3.11 PLACING CONCRETE.** All concrete shall be placed during daylight, unless otherwise approved. The concrete shall not be placed until the depth and character of foundation, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved. Concrete shall be placed as soon as practical after mixing and in no case later than 1 hour after water has been added to the mix. The method and manner of placing shall be such to avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. Dropping the concrete a distance of more than 5 ft (1.5 m), or depositing a large quantity at one point, will not be permitted. Concrete shall be placed upon clean, damp surfaces, free from running water, or upon properly consolidated soil.

The concrete shall be compacted with suitable mechanical vibrators operating within the concrete. When necessary, vibrating shall be supplemented by hand spading with suitable tools to assure proper and adequate compaction. Vibrators shall be manipulated so as to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any joint shall be of sufficient duration to accomplish compaction but shall not be prolonged to the point where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and shall not be disturbed after being deposited.

**610-3.12 CONSTRUCTION JOINTS.** When the placing of concrete is suspended, necessary provisions shall be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, such provisions shall be made for grooves, steps, keys, dovetails, reinforcing bars or other devices as may be prescribed. The work shall be arranged so that a section begun on any day shall be finished during daylight of the same day. Before depositing new concrete on or against concrete that has hardened, the surface of the hardened concrete shall be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

**610-3.13 EXPANSION JOINTS.** Expansion joints shall be constructed at such points and of such dimensions as may be indicated on the drawings. The premolded filler shall be cut to the same shape as that of the surfaces being joined. The filler shall be fixed firmly against the surface of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.

**610-3.14 DEFECTIVE WORK.** Any defective work discovered after the forms have been removed shall be immediately removed and replaced. If any dimensions are deficient, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

**610-3.15 SURFACE FINISH.** All exposed concrete surfaces shall be true, smooth, and free from open or rough spaces, depressions, or projections. The concrete in horizontal plane surfaces shall be brought flush with the finished top surface at the proper elevation and shall be struck-off with a straightedge and floated. Mortar finishing shall not be permitted, nor shall dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.

When directed, the surface finish of exposed concrete shall be a rubbed finish. If forms can be removed while the concrete is still green, the surface shall be pointed and wetted and then rubbed with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone shall be used to finish the surface. When approved, the finishing can be done with a rubbing machine.

**610-3.16 CURING AND PROTECTION.** All concrete shall be properly cured and protected by the Contractor. The work shall be protected from the elements, flowing water, and from defacement of any nature during the building operations. The concrete shall be cured as soon as it has sufficiently hardened by covering with an approved material. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for a period of at least 3 days. All curing mats or blankets shall be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to currents of air. Where wooden forms are used, they shall be kept wet at all times until removed to prevent the opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for 7 days after the concrete has been placed.

**610-3.17 DRAINS OR DUCTS.** Drainage pipes, conduits, and ducts that are to be encased in concrete shall be installed by the Contractor before the concrete is placed. The pipe shall be held rigidly so that it will not be displaced or moved during the placing of the concrete.

**610-3.18 COLD WEATHER PROTECTION.** When concrete is placed at temperatures below 40 °F (4 °C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by

freezing. The aggregates, or water, or both, shall be heated in order to place the concrete at temperatures between 50 °F and 100 °F (10 °C and 38 °C).

Calcium chloride may be incorporated in the mixing water when directed by the Engineer. Not more than 2 pounds (908 grams) of Type 1 nor more than 1.6 pounds (726 grams) of Type 2 shall be added per bag of cement. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50 °F (10 °C) until at least 60% of the designed strength has been attained.

**610-3.19 FILLING JOINTS.** All joints that require filling shall be thoroughly cleaned, and any excess mortar or concrete shall be cut out with proper tools. Joint filling shall not be started until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be carefully done with proper equipment and in a manner to obtain a neat looking joint free from excess filler.

#### METHOD OF MEASUREMENT

**610-4.1** Portland cement concrete shall be measured by the number of cubic yards (cubic meters) of concrete complete in place and accepted. In computing the yardage of concrete for payment, the dimensions used shall be those shown on the plans or ordered by the Engineer. No measurements or other allowances shall be made for forms, falsework, cofferdams, pumping, bracing, expansion joints, or finishing of the concrete. No deductions in yardage shall be made for the volumes of reinforcing steel or embedded items.

**610-4.2** Reinforcing steel shall be measured by the calculated theoretical number of pounds (kg) placed, as shown on the plans, complete in place and accepted. The unit weight used for deformed bars shall be the weight of plain square or round bars of equal nominal size. If so indicated on the plans, the poundage to be paid for shall include the weight of metal pipes and drains, metal conduits and ducts, or similar materials indicated and included.

#### BASIS OF PAYMENT

**610-5.1** Payment shall be made at the contract unit price per cubic yard (cubic meter) for structural Portland cement concrete and per pound (kg) for reinforcing steel. These prices shall be full compensation for furnishing all materials and for all preparation, delivery and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

- Item P-610-5.1      Structural Portland Cement Concrete, per cubic yard (cubic meter)
- Item P-610-5.1      Steel Reinforcement, per pound (kg)

## TESTING REQUIREMENTS

ASTM C 31	Making and Curing Test Specimens in the Field
ASTM C 39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 138	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 143	Slump of Hydraulic Cement Concrete
ASTM C 231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 666	Resistance of Concrete to Rapid Freezing and Thawing
ASTM C 1077	Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM C 1260	Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)

## MATERIAL REQUIREMENTS

ASTM A 184	Specification for Fabricated Deformed Steel Bar or Rod Mats for Concrete Reinforcement
ASTM A 185	Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 497	Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
ASTM A 615	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 704	Welded Steel Plain Bars or Rod Mats for Concrete Reinforcement
ASTM C 33	Concrete Aggregates
ASTM C 94	Ready-Mixed Concrete
ASTM C 150	Portland Cement
ASTM C 171	Sheet Materials for Curing Concrete
ASTM C 172	Sampling Freshly Mixed Concrete
ASTM C 260	Air-Entraining Admixtures for Concrete
ASTM C 309	Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C 494	Chemical Admixtures for Concrete
ASTM C 595	Blended Hydraulic Cements
ASTM C 618	Coal Flyash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM D 1751	Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
ASTM D 1752	Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
AASHTO T 26	Quality of Water to be Used in Concrete

END OF ITEM P-610

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## Item P-620 Runway and Taxiway Painting

### DESCRIPTION

**620-1.1** This item shall consist of the painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer.

### MATERIALS

**620-2.1 MATERIALS ACCEPTANCE.** The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site.

**620-2.2 PAINT.** Paint shall be **waterborne** in accordance with the requirements of paragraph 620-2.2a. Paint shall be furnished in White (Color 37925), Yellow (Color 33538 or 33655) and Black (Color 37038) in accordance with Federal Standard No. 595. Waterborne or solvent base black paint should be used to outline a border at least 6 in (150 mm) wide around markings on all light colored pavements.

**a. Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952E, Type I.

**b. Epoxy.** Paint shall be a two component, minimum 99 percent solids type system conforming to the following:

**(1) Pigments.** Component A. Percent by weight.

**(a) White:**

Titanium Dioxide, ASTM D 476, type II shall be 18 percent minimum (16.5 percent minimum at 100 percent purity).

**(b) Yellow and Colors:**

Titanium Dioxide, ASTM D 476, type II shall be 14 to 17 percent.

Organic yellow, other colors, and tinting as required to meet color standard.

Epoxy resin shall be 75 to 79 percent.

**(2) Epoxy Content.** Component A. The weight per epoxy equivalent, when tested in accordance with ASTM D 1652 shall be the manufacturer's target plus or minus 50.

**(3) Amine Number.** Component B. When tested in accordance with ASTM D 2074 shall be the manufacturer's target plus or minus 50.

**(4) Prohibited Materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

**(5) Daylight Directional Reflectance.**

**(a) White:** The daylight directional reflectance of the white paint shall not be less than 75 percent (relative to magnesium oxide), when tested in accordance with Federal Test Method Standard No. 141D/GEN, Method 6121.

**(b) Yellow:** The daylight directional reflectance of the yellow paint shall not be less than 38 percent (relative to magnesium oxide), when tested in accordance with Federal Test Method Standard No. 141D/GEN. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x .462	x .470	x .479	x .501
y .438	y .455	y .428	y .452

**(6) Accelerated Weathering.**

**(a) Sample Preparation.** Apply the paint at a wet film thickness of 0.013 in (0.33 mm) to four 3 by 6 in (8 by 15 cm) aluminum panels prepared as described in Federal Test Method Standard No. 141D/GEN, Method 2013. Air dry the sample 48 hours under standard conditions.

**(b) Testing Conditions.** Test in accordance with ASTM G 15453 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating 4 hour UV exposure at 60 degree C, and 4 hours condensate exposure at 40 °C.

**(c) Evaluation.** Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2b(5) above. Evaluate for conformance with the color requirements.

**(7) Volatile Organic Content.** Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

**(8) Dry Opacity.** Use Procedure B, Method B of Method 4121 of Federal Test Method Standard No. 141D/GEN. The wet film thickness shall be 0.015 in (0.12 mm). The minimum opacity for white and colors shall be 0.92.

**(9) Abrasion Resistance.** Subject the panels prepared in paragraph 620-2.2b(6) to the abrasion test in accordance with ASTM D 968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 in (18.97 to 19.05 mm). Five liters of unused sand shall be used for each test panel. The test shall be run on two test panels. [Note: five liters of sand weighs 17.5 lb. (7.94 kg).] Both baked and weathered paint films shall require not less than 150 liters of sand for the removal of the paint films.

**(10) Hardness, Shore.** Hardness shall be at least 80 when tested in accordance with ASTM D 2240.

**c. Methacrylate.** Paint shall be a two component, minimum 99 percent solids-type system conforming to the following:

**(1) Pigments.** Component A. Percent by weight.

**(a) White:**

Titanium Dioxide, ASTM D 476, type II shall be 6 percent minimum.

Methacrylate resin shall be 18 percent minimum.

**(b) Yellow and Colors:**

Titanium Dioxide, ASTM D 476, type II shall be 6 percent minimum.

Organic yellow, other colors, and tinting as required to meet color standard.

Methacrylate resin shall be 18 percent minimum.

**(2) Prohibited Materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

**(3) Daylight Directional Reflectance:**

**(a) White:** The daylight directional reflectance of the white paint shall not be less than 75 percent (relative to magnesium oxide), when tested in accordance with Federal Test Method Standard No. 141D/GEN, Method 6121.

**(b) Yellow:** The daylight directional reflectance of the yellow paint shall not be less than 45 percent (relative to magnesium oxide), when tested in accordance with Federal Test Method Standard No. 141D/GEN. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x .462	x .470	x .479	x .501
y .438	y .455	y .428	y .452

**(4) Accelerated Weathering.**

**(a) Sample Preparation.** Apply the paint at a wet film thickness of 0.013 in (0.33 mm) to four 3 by 6 in (8 by 15 cm) aluminum panels prepared as described in Method 2013 of Federal Test Method Standard No. 141D/GEN. Air dry the sample 48 hours under standard conditions.

**(b) Testing Conditions.** Test in accordance with ASTM G 53 154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating 4 hour UV exposure at 60 degree C, and 4 hours condensate exposure at 40 °C.

**(c) Evaluation.** Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2c(3) above. Evaluate for conformance with the color requirements.

**(5) Volatile Organic Content.** Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

**(6) Dry Opacity.** Use Procedure B, Method B of Method 4121 of Federal Test Method Standard No. 141D/GEN. The wet film thickness shall be 0.015 in (0.12 mm). The minimum opacity for white and colors shall be 0.92.

**(7) Abrasion Resistance.** Subject the panels prepared in paragraph 620-2.2c(4) to the abrasion test in accordance with ASTM D 968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 in (18.97 to 19.05 mm). Five liters of unused sand shall be used for each test panel. The test shall be run on two test panels. [Note: 5 liters of sand weighs 17.5 lb. (7.94 kg).] Both baked and weathered paint films shall require not less than 150 liters of sand for the removal of the paint films.

**(8) Hardness, Shore.** Hardness shall be at least 80 when tested in accordance with ASTM D 2240.

**d. Solvent-Base.** Paint shall meet the requirements of Federal Specification A-A-2886A Type I or Type II].

**620-2.3 REFLECTIVE MEDIA.** For runway hold position marking, glass beads shall meet the requirements for Federal Specification TT-B-1352D, Type III or Type IV. For all other markings, glass bead shall meet the requirements for Federal Specification TT-B-1325D, 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.

**CONSTRUCTION METHODS**

**620-3.1 WEATHER LIMITATIONS.** The painting shall be performed only when the surface is dry and when the surface temperature is at least 45 °F (7 °C) and rising and the pavement surface temperature is at least 5 °F (2.7 °C) above the dew point. Markings shall not be applied when the pavement temperature is greater than 120 °F (49 °C).

**620-3.2 EQUIPMENT.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

**620-3.3 PREPARATION OF SURFACE.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer.

**620-3.4 LAYOUT OF MARKINGS.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

**620-3.5 APPLICATION.** Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer.

The edges of the markings shall not vary from a straight line more than 1/2 in (12 mm) in 50 ft (15 m) and marking dimensions and spacings shall be within the following tolerances:

<b>Dimension and Spacing</b>	<b>Tolerance</b>
36 in (910 mm) or less	±1/2 in (12 mm)
greater than 36 in to 6 ft (910 mm to 1.85 m)	± 1 in (25 mm)
greater than 6 ft to 60 ft (1.85 m to 18.3 m)	± 2 in (51 mm)
greater than 60 ft (18.3 m)	± 3 in (76 mm)

The paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted. When pavement markings are required on a proposed bituminous surface course or seal coat, the pavement markings shall be completed in two applications. The first (temporary) application shall be 33% of the application rate specified in Table 1. The second (final) application shall be 100% of the application rate specified in Table 1. A minimum of 24 hours shall elapse between placement of a bituminous surface course or seal coat and the first application of pavement marking. A minimum period of 30 days shall elapses between placement of a bituminous surface course and the final application of the pavement marking. When pavement markings are required on proposed concrete pavements, a period of 24 days shall elapse between the placement of concrete pavement and the final application of pavement markings. If pavement markings are required on concrete pavement prior to the 24 day period, a temporary application shall be applied at least 7 days after concrete placement. Application rates for pavement markings on concrete pavements are as given above for placement on bituminous pavements. Glass beads shall only be included in the final application of the pavement markings at the applications rates given in Table 1.

**Table 1 Application Rates For Paint And Glass Beads  
(See Note regarding Red and Pink Paint)**

Paint Type	Paint Sq ft per gallon, ft <sup>2</sup> /gal.	Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb./gal.	Glass Beads, Type III Pounds per gallon of paint-lb./gal.	Glass Beads, Type IV Pounds per gallon of paint-lb./gal.
Waterborne	115 ft <sup>2</sup> /gal maximum	7 lb/gal minimum	10 lb/gal minimum	--
Waterborne	90 ft <sup>2</sup> /gal maximum	--	--	8 lb/gal minimum

Note: The glass bead application rate for Red and Pink paint shall be reduced by 2 lb./gal. (0.24 kg/l) for Type I and Type IV beads. Type III beads shall not be applied to Red or Pink paint.

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. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

**620-3.6 PROTECTION AND CLEANUP.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

**620-3.7 REMOVAL OF EXISTING MARKINGS.** The existing pavement markings shown on the plans to be removed shall be removed without damaging the existing pavement. The markings shall be removed through the use of high-pressure water or other methods approved by the Engineer before removal operations begin. For areas to be repainted due to unaccepted work or as directed by the engineer, the existing painted surface shall be cleaned by high-pressure water blasting or sand blasting, as required, to remove all foreign material which would reduce the bond between the new paint and the old paint.

#### METHOD OF MEASUREMENT

**620-4.1** The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting, with and without reflective media as specified, performed in accordance with the specifications and accepted by the Engineer. Temporary and final pavement marking applications will not be measured separately. Pavement marking colors shall be measured separately.

**620-4.2** Pavement marking removal shall be measured by the number of square feet of markings removed in accordance with the specifications and accepted by the engineer. This section only includes pavement markings that were not removed during milling.

## BASIS OF PAYMENT

**620-5.1** Payment shall be made at the respective contract price per square foot for runway and taxiway painting. This price shall be full compensation for furnishing all materials, including reflective media as applicable, and for all labor, equipment, tools, and incidentals necessary to complete the item. No separate payment shall be made for temporary and final pavement marking applications.

Payment will be made under:

Item P-620-5.1	Taxiway Painting – Yellow – per Square Foot
Item P-620-5.2	Runway Painting – White – per Square Foot
Item P-620-5.3	Pavement Marking Removal – per Square Foot

## TESTING REQUIREMENTS

ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 146	Chemical Analysis of Glass Sand
ASTM C 371	Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D 92	Test Method for Flash and Fire Points by Cleveland Open Cup
ASTM D 711	No-Pick-Up Time of Traffic Paint
ASTM D 968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D 1213-54 (1975)	Test Method for Crushing Resistance of Glass Spheres
ASTM D 1652	Test Method for Epoxy Content of Epoxy Resins
ASTM D 2074	Test Method for Total Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D 2240	Test Method for Rubber Products-Durometer Hardness
ASTM G 15453	Operating Light and Water-Exposure Apparatus (Fluorescent Light Apparatus UV-Condensation Type) for Exposure of Nonmetallic Materials.
Federal Test Method Standard No. 141D/GEN	Paint, Varnish, Lacquer and Related Materials; Methods of Inspection, Sampling and Testing

MATERIAL REQUIREMENTS

ASTM D 476	Specifications for Dry Pigmentary Titanium Dioxide Pigments Products
Code of Federal Regulations	40 CFR Part 60, Appendix A – Definition of Traverse Point Number and Location
Code of Federal Regulations	29 CFR Part 1910.1200 – Hazard Communications
FED SPEC TT-B-1325D	Beads (Glass Spheres) Retroreflective
AASHTO M 247	Glass Beads Used in Traffic Paints
FED SPEC TT-P-1952E	Paint, Traffic and Airfield Marking, Waterborne
Commercial Item Description (CID) A-A-2886B	Paint, Traffic, Solvent Based
FED STD 595	Colors used in Government Procurement

END OF ITEM P-620

## Part 10 – Turfing

### Item T-901 Seeding

#### DESCRIPTION

**901-1.1** This item shall consist of soil preparation, seeding, and fertilizing the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

#### MATERIALS

**901-2.1 SEED** The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Fed. Spec. JJJ-S-181.

Seed shall be furnished separately or in mixtures in standard containers with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 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.

Seeds shall be applied as follows:

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb./acre
30% Kentucky 31 Tall Fescue, 20% Creeping Red Fescue, 35% Hard Fescue, 10% Ryegrass, Perennial	97%	85%	100

Seeding shall be performed during the period between March and June or September and October inclusive, unless otherwise approved by the Engineer.

**901-2.2 LIME.** Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of 3 tons per acre. All liming materials shall conform to the requirements of ASTM C 602.

**901-2.3 FERTILIZER.** Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified herein, and shall meet the requirements of Fed. Spec. A-A-1909 and applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be commercial fertilizer and shall be spread at the rate of 100 lb of Nitrogen, 100 lb of phosphate, and 100 pounds of potash per acre.

**901-2.4 SOIL FOR REPAIRS.** The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

#### CONSTRUCTION METHODS

**901-3.1 ADVANCE PREPARATION AND CLEANUP.** After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 in (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. This may 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 in (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 in (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.

However, 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 in (125 mm). Clods shall be broken and the top 3 in (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

#### **901-3.2 DRY APPLICATION METHOD.**

**a. Liming.** Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 in (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

**b. Fertilizing.** Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

**c. Seeding.** Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing, and the fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

**d. Rolling.** After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

### 901-3.3 WET APPLICATION METHOD.

**a. General.** The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

**b. Spraying Equipment.** The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq in (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 in (15 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 ft (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 ease 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 ft (15 m) in length shall be provided to which the nozzles may be connected.

**c. Mixtures.** Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The Contractor shall identify to the Engineer all sources of water at least 2 weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within 2 hours from the time they were mixed or they shall be wasted and disposed of at locations acceptable to the Engineer.

**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 in (8 cm), 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 insure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

**901-3.4 MAINTENANCE OF SEEDED AREAS.** The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3 percent of the area seeded. If at the time when the contract has been otherwise completed it is not possible to make an adequate determination of the color, density, and uniformity of such stand of grass, payment for the unaccepted portions of the areas seeded out of season will be withheld until such time as these requirements have been met.

#### METHOD OF MEASUREMENT

**901-4.1** The quantity of seeding to be paid for shall be the number of units 1,000 sq ft measured on the ground surface, completed and accepted.

#### BASIS OF PAYMENT

**901-5.1** Payment shall be made at the contract unit price per 1,000 sq ft or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1      Seeding-per 1,000 sq ft

#### MATERIAL REQUIREMENTS

ASTM C 602	Agricultural Liming Materials
ASTM D 977	Emulsified Asphalt
FED SPEC A-A-1909	Fertilizer

END OF ITEM T-901

## Item T-905 Topsoiling

### DESCRIPTION

**905-1.1** This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

### MATERIALS

**905-2.1 TOPSOIL.** Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 in 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 sods 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. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the association of official agricultural chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (0.075 mm) sieve as determined by the wash test in accordance with ASTM C 117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

**905-2.2 INSPECTION AND TESTS.** Within 10 days following acceptance of the bid, the Engineer shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in 905-2.1.

### CONSTRUCTION METHODS

**905-3.1 GENERAL.** Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the Engineer before the various operations are started.

**905-3.2 PREPARING THE GROUND SURFACE.** Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Engineer, to a minimum depth of 2 in (50 mm) to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 in (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and properly compacted condition to prevent, insofar as practical, the formation of low places or pockets where water will stand.

**905-3.3 OBTAINING TOPSOIL.** Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent

operations, shall be removed using methods approved by the Engineer. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the Engineer. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the Engineer. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoiling purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

**905-3.4 PLACING TOPSOIL.** The topsoil shall be evenly spread on the prepared areas to a uniform depth of 2 in (50 mm) after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that 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 in (50 mm) or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Engineer. The compacted topsoil surface shall conform to the required lines, grades, and cross sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

#### METHOD OF MEASUREMENT

**905-4.2** Topsoil obtained off the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards (meters) computed by the method of end areas.

#### BASIS OF PAYMENT

**905-5.2** Payment will be made at the contract unit price per cubic yard for topsoiling (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Item T-905-5.2 Topsoiling (Furnished from Off the Site)-per cubic yard

ASTM C 117 Materials Finer than 75  $\mu\text{m}$  (No. 200) Sieve in Mineral Aggregates by Washing

Payment will be made under:

#### TESTING MATERIALS

END OF ITEM T-905

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## Item T-908 Mulching

### DESCRIPTION

**908-1.1** This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the Engineer.

### 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. Low grade, musty, spoiled, partially rotted hay, straw, or other materials unfit for animal consumption will be acceptable. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, 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.** Hay shall be native hay, Sudan grass hay, broomsedge hay, legume hay, or similar hay or grass clippings.

**b. Straw.** Straw shall be the threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed.

**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 Engineer. 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 D 977, Type SS-1 or RS-1.

**908-2.2 INSPECTION.** Within 5 days after acceptance of the bid, the Engineer 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. These samples may be used as standards with the approval of the Engineer and any materials brought on the site that do not meet these standards shall be rejected.

### CONSTRUCTION METHODS

**908-3.1 MULCHING.** Before 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 Engineer. Straw or hay shall be spread over the surface to a uniform thickness at the

rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 in (37 cm) nor more than 3 in (75 mm). Other organic material shall be spread at the rate directed by the Engineer. 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 in (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 1 in (25 mm) nor more than 2 in (50 mm).

**908-3.2 SECURING MULCH.** The mulch shall be held in place by light discing, a very thin covering of topsoil, small brush, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the Engineer. 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. The Contractor is warned that in the application of asphalt binder material he must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and that he will be held responsible for any such damage resulting from his/her operations.

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 ft (150 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 the 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. Such care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the Engineer, 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 mulching that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the Engineer, 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. However, once the Contractor has completed the mulching of any area in accordance with the provisions of the specifications and to the satisfaction of the Engineer, no additional work at his/her expense will be required, but subsequent repairs and replacements deemed necessary by the Engineer shall be made by the Contractor and will be paid for as additional or extra work.

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 8.0 gallons (32 liters) per 1,000 sq ft (100 sq m), or as directed by the Engineer, with a minimum of 6.0 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 sq ft (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Bituminous 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 (120 cm) from the surface of the mulch and uniform distribution of the bituminous material shall be required. A pump or an air compressor of adequate capacity shall be used to insure uniform distribution of the bituminous 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 8.0 gallons (32 liters) per 1,000 sq ft (100 sq m) or as directed by the Engineer, with a minimum of 6.0 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 sq ft (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.

#### METHOD OF MEASUREMENT

**908-4.1** Mulching shall be measured in square yards (square meters) on the basis of the actual surface area acceptably mulched.

#### BASIS OF PAYMENT

**908-5.1** Payment will be made at the contract unit price per square yard (square meter) for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-5.1      Mulching-per square yard (square meter)

#### MATERIAL REQUIREMENTS

ASTM D 977      Emulsified Asphalt

END OF ITEM T-908

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## Part 11 – Lighting Installation

### Item L-108 Underground Power Cable for Airports

#### DESCRIPTION

**108-1.1** This item shall consist of furnishing and installing power cables direct buried and furnishing and/or installing power cables within conduit or duct banks in accordance with these specifications at the 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 Engineer. 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 any cable for FAA facilities. Requirements and payment for trenching and backfilling for the installation of underground conduit and duct banks is covered under Item L-110 “Airport Underground Electrical Duct Banks and Conduits.”

#### EQUIPMENT AND MATERIALS

##### **108-2.1 GENERAL.**

**a.** Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be approved under the Airport Lighting Equipment Certification Program described in Advisory Circular (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 Engineer.

**c.** Manufacturer’s certifications shall not relieve the Contractor of the Contractor’s responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially 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.

**d.** All materials and equipment used to construct this item 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. 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 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 boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. 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 neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. 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. The Contractor shall be responsible to maintain an insulation resistance of 50 megohms minima, (1000 V megger) with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

**108-2.2 CABLE.** Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits. Conductor sizes noted above shall not apply 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 Federal Specification J-C-30 and shall be type THWN-2.

Cable type, size, number of conductors, strand and service voltage shall be as specified on the plans.

**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 solid for counterpoise and or No. 6 AWG stranded for ground wire conforming to ASTM B 3 and ASTM B 8, and shall be bare copper wire conforming to the requirements of ASTM D 33.

Ground rods shall be solid stainless steel copper or 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 8-feet (240 cm) long nor less than 5/8 in (15 mm) in diameter.

**108-2.4 CABLE CONNECTIONS.** In-line connections 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 made for cable connections.

**a. The Cast Splice.** A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by Minnesota Mining and Manufacturing Company, "Scotchcast" Kit No. 82--B, or as manufactured by Hysol® Corporation, "Hyseal Epoxy Splice" Kit No. E1135, or equivalent, is used for potting the splice is acceptable.

**b. The Field-attached Plug-in Splice.** Figure 3 of AC 150/5345-26, Specification for L-823 Plug and Receptacle, Cable Connectors, employing connector kits, is acceptable for field attachment to single conductor cable. It shall be the Contractor's responsibility to determine the outside diameter of the cable to be spliced and to furnish appropriately sized connector kits and/or adapters and heat shrink tubing with integral sealant.

**c. The Factory-Molded Plug-in Splice.** Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

**d. The Taped or Heat-Shrunk Splice.** Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D 4388 and the plastic tape should comply with Mil Spec. MIL-I-24391 or Fed. Spec. A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic

adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above 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 in accordance with 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 the base can ground clamp connector shall be used for attachment to the base can. All exothermic connections shall be made in accordance with the manufacturer's recommendations and listings.

**108-2.5 SPLICER QUALIFICATIONS.** Every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated above 5,000 volts AC. The Contractor shall submit to the Engineer proof of the qualifications of each proposed cable splicer for the 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 for cable markers shall conform to Specification Item P-610, "Structural Portland Cement Concrete."

**108-2.7 FLOWABLE BACKFILL.** Flowable material used to backfill 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 – number Scotch 88 (1-1/2" wide) and Scotch 130C linerless rubber splicing tape (2" wide), as manufactured by the Minnesota Mining and Manufacturing Company, or approved equivalent.

**108-2.10 ELECTRICAL COATING.** Scotchkote™ shall be as manufactured by Minnesota Mining and Manufacturing Company, or approved equivalent.

**108-2.11 EXISTING CIRCUITS.** Whenever the scope of work requires, connection to an existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with this item and prior to any activity affecting the respective circuit. The Contractor shall record the results on forms acceptable to the engineer. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms acceptable to the engineer. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs 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 submitted in the Operation and Maintenance (O&M) Manual.

## 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. Wherever possible, cable shall be run without splices, from connection to connection.

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 Engineer 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 or at least once in each access point where L-823 connectors are not installed.

Provide not less than 3 feet 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 1 ft vertically above the top of the access structure. This requirement also applies where primary cable passes through empty base cans, junction and access structures to allow for future connections, or as designated by the Engineer.

**108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS.** This item includes the installation of the cable in duct banks or conduit as described below. 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 in accordance with the latest 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 interferences are avoided.

Duct banks or conduits shall be installed as a separate item in accordance with 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 insure that the duct bank or conduit is open, continuous and clear of debris. Mandrel size shall be compatible with conduit size. The Contractor shall swab out all conduits/ducts and clean base can, manhole, etc. interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the base cans 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 Engineer of any blockage in the existing ducts. The cable shall be installed in a manner to prevent harmful stretching of the conductor, injury 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 be governed by cable manufacturer's recommendations. A non-hardening lubricant recommended for the type of cable being installed shall be used where pulling lubricant is required.

Contractor shall submit pulling tension values to the Engineer prior to any cable installation. If required by the Engineer, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the Engineer. Cable pull tensions shall be recorded by the Contractor and reviewed by the

Engineer. 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 the 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 Engineer, 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 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES.** Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 in vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

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, handholes, 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 ¼ in in size. The cable circuit identification shall match the circuits noted on the construction plans.

**a. Trenching.** Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 in below finished grade, except as follows:

(1) When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 in unless otherwise specified.

(2) Minimum cable depth when crossing under a railroad track, shall be 42 in unless otherwise specified.

Dewatering necessary for cable installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay items as part of Item L-108. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-108 Item.

The Contractor shall excavate all cable trenches to a width not less than 6 in. Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 in below the required cable 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 in sieve. Flowable backfill material may alternatively

be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

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 insure 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:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the Engineer, 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 or replacement.

**b. Backfilling.** After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall be 3 in deep, loose measurement, and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4 in sieve. This layer shall not be compacted. The second layer shall be 5 in deep, loose measurement, and shall contain no particles that would be retained on a 1 in sieve. The remaining 3<sup>rd</sup> and subsequent layers of backfill shall not exceed 8 in of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 in maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent undisturbed soil, and to the satisfaction of the Engineer. If necessary to obtain the desired compaction, the backfill material shall be moistened or aerated as required.

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 when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of in accordance with the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the Engineer. If not shown on the plans, the warning tape shall be located 6 in above the direct-buried cable or the counterpoise wire if present. A 4-6 in wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 in minimum below finished grade.

**c. Restoration.** Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the topsoiling, fertilizing, seeding, and mulching as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions and compaction shall meet the requirements of Item P-152. Restoration shall be considered incidental to the pay item of which it is a component part.

**108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLE.** The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 in (100 - 150 mm) thick, extending approximately 1 in (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (60 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 in (100 mm) high and 3 in (75 mm) wide, with width of stroke 1/2 in (12 mm) and 1/4 in (6 mm) deep.

The location of each underground cable connection, except at lighting units, or isolation transformers, or power adapters shall be marked by a concrete marker slab placed above the connection. The Contractor shall impress the word "SPlice" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the Engineer. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. Furnishing and installation of cable markers is incidental to the respective cable pay item.

**108-3.5 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. Cast Splices.** These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured in accordance with manufacturer's instructions and to the satisfaction of the Engineer.

**b. Field-attached Plug-in Splices.** These shall be assembled in accordance with manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. In all cases the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 in (37 mm) on each side of the joint.

**c. Factory-Molded Plug-in Splices.** These shall be made by plugging directly into mating connectors. In all cases, the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 in (37 mm) on each side of the joint.

**d. Taped or Heat-Shrunked Splices.** A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 in (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 in (75 mm) on each end) is clean. After scraping wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately 1 in (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

**108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING.** If shown on the plans or included in the job specifications, bare counterpoise copper wire shall be installed for lightning protection of the underground cables. 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. Where the cable or duct/conduit trench runs parallel to the edge of pavement, the counterpoise shall be installed in a separate trench located half the distance between the pavement edge and the cable or duct/conduit trench. In trenches not parallel to pavement edges, counterpoise wire shall be installed continuously a minimum of 4 in above the cable, conduit or duct bank, or as shown on the plans if greater. Additionally, counterpoise wire shall be installed at least 8 in below the top of subgrade in paved areas or 10 in below finished grade in un-paved areas. This dimension may be less than 4 in where conduit is to be embedded in existing pavement. Counterpoise wire shall not be installed in conduit.

The counterpoise wire shall be routed around to each light fixture base, mounting stake, or junction/access structures. The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 ft (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.

If shown on the plans or in the specifications, a separate equipment (safety) ground system shall be provided in addition to the counterpoise wire using one of the following methods:

(1) A ground rod installed at and securely attached to each light fixture base, mounting stake if painted, and to all metal surfaces at junction/access structures.

(2) Install an insulated equipment ground conductor internal to the conduit system and securely attached it to each light fixture base and to all metal surfaces at junction/access structures. This equipment ground conductor shall also be exothermically welded to ground rods installed not more than 500 feet (150 m) apart around the circuit.

**a. 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 cone 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 cone of protection measured 22 ½ 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.

**b. 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. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the Engineer, 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. For welds at light fixture base cans, all galvanized coated surface areas and "melt" areas, both inside and outside of base cans, damaged by exothermic bond process shall be restored by coating with a liquid cold-galvanizing compound conforming to U.S. Navy galvanized repair coating meeting Mil. Spec. MIL-P-21035. Surfaces to be coated shall be prepared and compound applied in accordance with manufacturer's recommendations.

c. All buried copper and weld material at weld connections shall be thoroughly coated 6 mil of 3M "Scotchkote," 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 Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase and results meeting the specifications below must be maintained by the Contractor throughout the entire project as well as during the ensuing warranty period.

Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor.

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 Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

a. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

b. That all affected circuits (existing and new) are free from unspecified grounds.

c. That the insulation resistance to ground of all new non-grounded series circuits or cable segments is not less than 50 megohms.

**d.** That the insulation resistance to ground of all non-grounded conductors of new multiple circuits or circuit segments is not less than 50 megohms.

**e.** That all affected circuits (existing and new) are properly connected in accordance with applicable wiring diagrams.

**f.** 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.

**g.** That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by ANSI/IEEE Standard 81, to verify this requirement.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground 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** Trenching shall be measured by the linear feet (meters) of trench, including the excavation, backfill, and restoration, completed, measured as excavated, and accepted as satisfactory.

When specified, separate measurement shall be made for trenches of various specified widths.

The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

**108-4.2** Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) of cable or counterpoise wire installed in trenches, duct bank or conduit, including ground rods 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 not 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.

#### 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 Engineer. 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      Trenching for direct-buried cable -per linear foot (meter)

Item L-108-5.2      **[No. 8 AWG] [No. 6 AWG]** L-824C Cable, installed in trench, duct bank or conduit-per liner foot (meter)

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**Engineer to specify appropriate size of cable. If more than one size is required on the project, provide additional item nos.; one for each size and type.**

\*\*\*\*\*

- Item L-108-5.3 Bare Counterpoise Wire, installed in trench, duct bank or conduit, including ground rods and ground connectors-per linear foot (meter)
- Item L-108-5.4 Bare or insulated equipment ground, installed in duct bank or conduit including ground rods and ground conductors – per linear foot (meter).

MATERIAL REQUIREMENTS

- 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
- FED SPEC J-C-30 Cable and Wire, Electrical Power, Fixed Installation (cancelled; replaced by A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation))
- FED SPEC A-A-55809 Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
- ASTM B 3 Soft or Annealed Copper Wire
- ASTM D 4388 Rubber tapes, Nonmetallic Semiconducting and Electrically Insulating

REFERENCE DOCUMENTS

- NFPA No. 70 National Electrical Code (NEC)
- MIL-S-23586C Sealing Compound, Electrical, Silicone Rubber
- NN Building Industry Consulting Service International (BICSI)
- ANSI/IEEE Std 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

END OF ITEM L-108

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## Part 11 – Lighting Installation

### 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) installed in accordance with this specification at the locations and in accordance with the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandreling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables in accordance with 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 so requested by the Engineer.

**b.** Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially 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 to construct this item 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. 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 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 boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in 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 neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and 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.

**110-2.2 STEEL CONDUIT.** Rigid galvanized steel conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standard 6, 514B, and 1242.

**110-2.3 PLASTIC CONDUIT.** Plastic conduit and fittings shall conform to the requirements of Fed. Spec. W--C-1094, Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I--Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II--Schedule 40 PVC suitable for either above ground or underground use.

The type of adhesive 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 or plastic.

**110-2.5 CONDUIT SPACERS.** Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads, They shall be designed to accept No. 4 reinforcing bars installed vertically.

**110-2.6 CONCRETE.** Concrete shall conform to Item P-610, Structural Portland Cement Concrete, using [ ] inch maximum size coarse aggregate with a minimum 28 day compressive strength of 4,000 psi. Where reinforced duct banks are specified, reinforcing steel shall conform to ASTM A 615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

**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, color as noted magnetic tape shall be polyethylene film with a metallized foil core and shall be 4 - 6 in (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 Engineer 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 in (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 in (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. No duct bank or underground conduit shall be less than 18 in below finished grade. Where under pavement, the top of the duct bank shall not be less than 18 in below the subgrade.

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  $\frac{1}{4}$  in (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 base cans, manhole, 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 Engineer 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 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 contaminate 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.

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads.

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 in 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  $\frac{1}{4}$  in sieve. Flowable backfill may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

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 Engineer. If not shown on the plans, the warning tape shall be located six in above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared in accordance with 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.

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 Engineer, the unsuitable material shall be removed in accordance with Item P-152 and replaced with suitable material. Alternatively, additional duct bank supports that are adequate and stable shall be installed, as approved by the Engineer.

All excavation shall be unclassified and shall be considered incidental to the respective L-110 pay item of which it is a component part. Dewatering necessary for duct installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of Item L-110. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-110 Item.

Unless otherwise specified, excavated materials that are deemed by the Engineer 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 Engineer and compacted in accordance with 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 insure 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:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

(2) Trenching, etc., in cable areas shall then proceed with approval of the Engineer, 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 in (45 cm) 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 in (45 cm) 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 (90 cm) beyond the edges of the pavement or 3 feet (90 cm) beyond any underdrains 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, proper 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 in (75 mm) thick prior to its initial set. Where two or more conduits in the duct bank are intended to carry conductors of equivalent voltage insulation rating, the Contractor shall space the conduits not less than 1-1/2 in (37 mm) apart (measured from outside wall to outside wall). Where two or more conduits in the duct bank are intended to carry conductors of differing voltage insulation rating, the Contractor shall space the conduits not less than 3 in 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 in (75 mm) thick unless otherwise shown on the plans. End bells or couplings shall be installed flush with the concrete encasement at access points.

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 in 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 ft intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer 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 ft (150 cm) 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, 4 - 6 in (75 - 150 mm) wide tape 8 in (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement.

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 Engineer 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 Engineer.

**110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT.** Trenches for single-conduit lines shall be not less than 6 in (150 mm) nor more than 12 in (300 mm) wide, and 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 in (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 in (6 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits are at least 18 in (45 cm) below the finished grade.

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 2 in (50 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 in (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 spaced not less than 3 in (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 in (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 in 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 ft intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer 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 in (100 - 150 mm) thick extending approximately 1 in (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.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. 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 Engineer. The letters shall be 4 in (100 mm) high and 3 in (75 mm) wide with width of stroke  $\frac{1}{2}$  in (12 mm) and  $\frac{1}{4}$  in (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 in (200 cm) of sand, soft earth, or other fine 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 in accordance with Item P-152 "Excavation and Embankment" except that material used for back fill shall be select material not larger than 4 in 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 in accordance with instructions issued by the Engineer.

**110-3.6 BACKFILLING FOR DUCT BANKS.** After the concrete has cured, the remaining trench shall be backfilled and compacted in accordance with Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 in in diameter. In addition to the requirements of P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet 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 in accordance with instructions issued by the Engineer.

**110-3.7 RESTORATION.** 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, fertilizing, 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.

## 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, resolution, 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.

## 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 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 in accordance with the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1      Electrical Duct Bank, [# and Size] -per linear foot (meter)

Item L-110-5.2      Electrical Conduit [# and size]-per linear foot (meter)

## MATERIAL REQUIREMENTS

Fed. Spec. W-C-1094      Conduit and Conduit Fittings; Plastic, Rigid (cancelled; replaced by UL 514 Boxes, Nonmetallic Outlet, Flush Device Boxes, & Covers, and UL 651 Standard for Conduit & Hope Conduit, Type EB & A Rigid PVC)

Underwriters Laboratories      Rigid Metal Conduit  
Standard 6

Underwriters Laboratories      Fittings for Cable and Conduit  
Standard 514B

Underwriters Laboratories      Intermediate Metal Conduit  
Standard 1242

Underwriters Laboratories      Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)  
Standard 651

Underwriters Laboratories      Type EB and A Rigid PVC Conduit and HDPE Conduit (for concrete  
Standard 651A                      encasement)

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 (handholes, pull boxes, junction cans, etc.) installed in accordance with this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the Engineer. 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 Engineer.

### 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 Engineer.

**b.** Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially 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 to construct this item 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. 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 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 boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in 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 neatly bound in a properly sized 3-ring binder, tabbed by specification section.] The Engineer reserves the right to reject any and 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.

**115-2.2 CONCRETE STRUCTURES.** Cast-in-place concrete structures shall conform to the details and dimensions shown on the plans.

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 12,500 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.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the Engineer shall be submitted by the Contractor to allow for a full evaluation by the Engineer. The Engineer shall review in accordance with the process defined in the General Provisions.

**115-2.3 JUNCTION CANS.** Junction Cans shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) cans encased in concrete. The cans shall have a galvanized steel blank cover, gasket, and stainless steel hardware. Covers shall be 3/8" thickness for L-867 and 3/4" thickness for L-868.

**115-2.4 MORTAR.** The mortar shall be composed of one part of Portland cement and two parts of mortar sand, by volume. The Portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15 percent of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C 6. The water shall be clean and free of deleterious amounts of acid, alkalis or organic material. If the water is of questionable quality, it shall be tested in accordance with AASHTO T-26.

**115-2.5 CONCRETE.** All concrete used in structures shall conform to the requirements of Item P-610, Structural Portland Cement Concrete.

**115-2.6 FRAMES AND COVERS.** The frames shall conform to one of the following requirements.

- |    |                     |  |
|----|---------------------|--|
| a. | ASTM A 48           | Gray iron castings                     |
| b. | ASTM A 47           | Malleable iron castings                |
| c. | ASTM A 27           | Steel castings                         |
| d. | ASTM A 283, Grade D | Structural steel for grates and frames |
| e. | ASTM A 536          | Ductile iron castings                  |
| f. | ASTM A 897          | Austempered ductile iron castings      |

All castings specified shall withstand a maximum tire pressure of [ psi] and maximum load of 12,500 lb.

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 A 123.

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.

**115-2.7 LADDERS.** Ladders, if specified, shall be galvanized steel or as shown on the plans.

**115-2.8 REINFORCING STEEL.** All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A 615, Grade 60.

**115-2.9 BEDDING/SPECIAL BACKFILL.** Bedding or special backfill shall be as shown on the plans.

**115-2.10 FLOWABLE BACKFILL.** Flowable material used to backfill shall conform to the requirements of Item P-153 "Controlled Low Strength Material".

**115-2.11 CABLE TRAYS.** Cable trays shall be of galvanized steel, plastic, or aluminum. Cable trays shall be located as shown on the plans.

**115-2.12 PLASTIC CONDUIT.** Plastic conduit shall comply with Item L-110 - Airport Underground Electrical Duct Banks and Conduits.

**115-2.13 CONDUIT TERMINATORS.** Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

**115-2.14 PULLING-IN IRONS.** Pulling-in irons shall be manufactured with 7/8 in (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2 in diameter with an ultimate strength of 270,000 psi). 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.

**115-2.15 GROUND RODS.** Ground rods shall be one piece, solid stainless steel, copper or copper clad. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8-feet (240 cm) long nor less than 5/8 in (15 mm) 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 Engineer 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 Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to the respective L-115 pay item of which it is a component part. Dewatering necessary for L-115 structure installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of Item L-115. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-115 Item.

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 Engineer. 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 Engineer. Structures shall be placed after the Engineer 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 in of sand or a material approved by the Engineer 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 Engineer 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 Engineer 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 permission 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 Engineer 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 six (6) in 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 Engineer may order 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 in 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 Engineer.

Backfill shall not be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission shall not be given until tests made by the laboratory under supervision of the Engineer 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 Engineer 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 in (154 mm) above the floor. The ground rod shall be installed within 1 ft 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 in 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 1 ft above the floor of the structure and separate from other cables. No. 2 AWG bare copper pigtailed 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. 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 conforming MIL-P-21035. Surfaces shall be prepared and compound applied in accordance with 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 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.

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 as described by ANSI IEEE Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

**115-3.13 Manhole Elevation Adjustments.** The Contractor shall adjust the tops of existing manholes in areas designated in the Contract Documents to the new elevations shown. The Contractor shall be responsible for determining the exact height adjustment required to raise the top of each manhole to the new elevations. The existing top elevation of each manhole to be adjusted shall be determined in the field and subtracted/added from the proposed top elevation.

The Contractor shall remove/extend the existing top section or ring and cover on the manhole structure or manhole access. The Contractor shall then install precast concrete sections or grade rings of the required dimensions to adjust the manhole top to the new proposed elevation or shall cut the existing manhole walls to shorten the existing structure, as required by final grades. Finally, the Contractor shall reinstall the manhole top section or ring and cover on top and check the new top elevation.

The Contractor shall construct a concrete slab around the top of adjusted structures located in graded areas that are not to be paved. The concrete slab shall conform to the dimensions shown on the plans.

**115-3.14 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 additional items are specifically included in each unit.

- All Required Excavation, Dewatering
- Sheeting and Bracing
- All Required Backfilling with On-Site Materials
- Restoration of All Surfaces and Finished Grading, Sodding
- All Required Connections
- Dewatering If Required
- Temporary Cables and Connections
- Ground Rod Testing

**115-4.2 Manhole elevation adjustments** shall be measured by the completed unit installed, in place, completed, and accepted. Separate measurement shall not be made for the various types and sizes.

## 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 Engineer.

Payment will be made under:

- Item L-115-5.1     Electrical Manhole [size and type] -Per Each
- Item L-115-5.2     Electrical Junction Structure [size and type] -Per Each
- Item L-115-5.3     Existing Electrical Manhole/Junction Structure Elevation Adjustment [size and type] – Per Each

## MATERIAL REQUIREMENTS

- ANSI/IEEE Std 81     IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
- 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
- FED SPEC J-C-30     Cable and Wire, Electrical Power, Fixed Installation (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))
- ASTM B.3             Soft or Annealed Copper Wire
- ASTM B.8             Concentric-Lay-Stranded Copper Conductor, Hard, Medium-Hard, or Soft

END OF ITEM L-115

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

**PART III**

**EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin,

age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers 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 regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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 be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer may, after written notice to the contractor, 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.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/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 maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY  
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). 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 shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to

provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

## EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

General Decision Number: KY120127 06/15/2012 KY127

Superseded General Decision Number: KY20100214

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster Counties in Kentucky.

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).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/10/2012
3	05/18/2012
4	05/25/2012
5	06/01/2012
6	06/15/2012

BRIN0004-002 06/01/2011

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 24.11	10.30
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 24.61	10.22
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 28.47	12.78

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BRTN0004-005 05/01/2009

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.52	1.83

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CARP0357-002 07/01/2011

	Rates	Fringes
CARPENTER.....	\$ 25.95	13.22
Diver.....	\$ 39.30	13.22
PILEDRIVERMAN.....	\$ 26.20	13.22

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ELEC0369-006 05/30/2012

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.32	13.78

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ELEC0429-001 02/01/2010

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 21.85	10.35

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ELEC0816-002 06/01/2011

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,  
HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.47	25.5%+5.35

Cable spicers receive \$.25 per hour additional.

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ELEC1701-003 06/01/2012

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,  
UNION & WEBSTER COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.52	13.66

Cable spicers receive \$.25 per hour additional.

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ELEC1925-002 01/01/2012

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
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CABLE SPLICER.....	\$ 25.00	10.27
ELECTRICIAN.....	\$ 25.00	10.43

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 ENGI0181-017 07/01/2011

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 26.50	13.00
GROUP 2.....	\$ 24.08	13.00
GROUP 3.....	\$ 24.46	13.00
GROUP 4.....	\$ 23.82	13.00

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points;& Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout



Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove & Woodbury);  
 CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);  
 EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);  
 MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

	Rates	Fringes
Ironworkers:.....	\$ 22.50	9.60
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IRON0782-006 05/01/2011		

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES  
 CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);  
 CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);  
 CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total contract cost of \$20,000,000.00 or above.....	\$ 26.00	17.42
All Other Work.....	\$ 24.66	16.29
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LABO0189-005 07/01/2011		

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.38	11.28
GROUP 2.....	\$ 20.63	11.28
GROUP 3.....	\$ 20.68	11.28
GROUP 4.....	\$ 21.28	11.28

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear,

Radiation, Toxic & Hazardous Waste - Level D; Flagperson;  
Grade Checker; Hand Digging & Hand Back Filling; Highway  
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;  
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail  
& Fence Installer; Signal Person; Sound Barrier Installer;  
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonary; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface  
Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite  
Operator & Mixer; Grout Pump Operator; Blaster; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

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LABO0189-006 07/01/2011

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK,  
HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG  
& WARREN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.51	10.15
GROUP 2.....	\$ 21.76	10.15
GROUP 3.....	\$ 21.81	10.15
GROUP 4.....	\$ 22.41	10.15

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement  
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter  
Tender; Cement Mason Tender; Cleaning of Machines;  
Concrete; Demolition; Dredging; Environmental - Nuclear,  
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;  
Grade Checker; Hand Digging & Hand Back Filling; Highway  
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;  
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail  
& Fence Installer; Signal Person; Sound Barrier Installer;

Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonary; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface  
Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite  
Operator & Mixer; Grout Pump Operator; Blaster; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

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LABO0561-001 07/01/2011

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.61	11.05
GROUP 2.....	\$ 20.86	11.05
GROUP 3.....	\$ 20.91	11.05
GROUP 4.....	\$ 21.51	11.05

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement  
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter  
Tender; Cement Mason Tender; Cleaning of Machines;  
Concrete; Demolition; Dredging; Environmental - Nuclear,  
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;  
Grade Checker; Hand Digging & Hand Back Filling; Highway  
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;  
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail  
& Fence Installer; Signal Person; Sound Barrier Installer;  
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Level C; Forklift Operator for Masonary; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface  
Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite  
Operator & Mixer; Grout Pump Operator; Blaster; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

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PAIN0032-002 05/01/2012

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 30.56	14.20
All Other Work.....	\$ 28.26	14.20
Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium		

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PAIN0118-003 05/01/2010

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 18.50	10.30
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	10.30

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PAIN0156-006 04/01/2010

DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER  
COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1.....	\$ 25.60	10.05
GROUP 2.....	\$ 25.85	10.05
GROUP 3.....	\$ 26.60	10.05
GROUP 4.....	\$ 27.60	10.05

ALL OTHER WORK:

GROUP 1.....	\$ 25.60	11.30
GROUP 2.....	\$ 25.85	11.30
GROUP 3.....	\$ 26.60	11.30
GROUP 4.....	\$ 27.60	11.30

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast;  
Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch  
Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal  
Tar Epoxy

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PAIN0456-003 07/01/2011

ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN  
COUNTIES:

	Rates	Fringes
Painters:		
BRIDGES		
Brush & Roller.....	\$ 22.55	9.65
Spray; Sandblast; Power Tools; Waterblast & Steam Cleaning.....		
	\$ 23.55	9.65
ALL OTHER WORK		
Brush & Roller.....	\$ 17.55	9.65
Spray; Sandblast; Power Tools; Waterblast & Steam Cleaning.....		
	\$ 18.55	9.65

ALL OTHER WORK - HIGH TIME PAY  
Over 35 feet (up to 100 feet) - \$1.00 above base wage  
100 feet and over - \$2.00 above base wage

DURING SPRAY PAINTING AND SANDBLASTING OPERATIONS, POT  
TENDERS SHALL RECEIVE THE SAME WAGE RATES AS THE SPRAY  
PAINTER OR NOZZLE OPERATOR

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PAIN0500-002 07/01/2011

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,  
GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN  
& TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges.....	\$ 25.25	11.55
All Other Work.....	\$ 19.00	11.55

Waterblasting units with 3500 PSI and above - \$.50 premium  
Spraypainting and all abrasive blasting - \$1.00 premium  
Work 40 ft. and above ground level - \$1.00 premium

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PLUM0184-002 07/01/2011

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN  
and TRIGG COUNTIES

	Rates	Fringes
Plumber; Steamfitter.....	\$ 31.45	13.99

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PLUM0502-004 08/01/2011

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 31.00	16.13

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PLUM0633-002 07/01/2011

DAVISS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN,  
MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.22	12.65

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\* TEAM0089-003 03/27/2011

Zone 1: ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON, & WARREN  
COUNTIES

Zone 2: BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN,  
CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON,  
MARSHALL, MCCRACKEN, TODD, & TRIGG COUNTIES

Zone 3: DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN,  
MUHLENBERG, OHIO, & WEBSTER COUNTIES

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 19.38	7.30+A
Group 2.....	\$ 19.56	7.30+A
Group 3.....	\$ 19.64	7.30+A
Group 4.....	\$ 19.66	7.30+A
Zone 2:		
Group 1.....	\$ 26.09	A
Group 2.....	\$ 27.32	A
Group 3.....	\$ 26.89	A
Group 4.....	\$ 27.40	A
Group 5.....	\$ 27.39	A
Zone 3:		
Group 1.....	\$ 20.93	7.30+A

Group 2.....	\$ 21.16	7.30+A
Group 3.....	\$ 21.23	7.30+A
Group 4.....	\$ 21.24	7.30+A

A - \$246.70 per week

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 1:

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 2:

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 4 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5 - Mixer All Types

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 3:

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth moving Equipment; Lowboy; Articulator Cat; 5 Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

These rates are listed pursuant to the Kentucky Determination No. CR-11-I-HWY dated August 04, 2011.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

**The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.**

**OVERTIME:**

**Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.**

Ryan Griffith, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)**

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
12.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor 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 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 within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 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 notification shall be mailed to:

**Evelyn Teague, Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Trigg County.

**PART IV**  
**INSURANCE**

## INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
  - a) \$100,000 Each Accident Bodily Injury
  - b) \$500,000 Policy limit Bodily Injury by Disease
  - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a) "policy contains no deductible clauses."
  - b) "policy contains \_\_\_\_\_ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) **KENTUCKY WORKMEN'S COMPENSATION INSURANCE.** The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

**PART V**  
**BID ITEMS**

CONTRACT ID: 121023  
COUNTY: TRIGG  
PROPOSAL: AIP 3-21-0086-004-2012

PAGE: 1  
LETTING: 07/13/12  
CALL NO: 103

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION 0001 AIRPORT RUNWAY REHAB						
0010	02726	STAKING	( 1.00)	LS		
0020	40038	CRUSHED AGG BASE COURSE	22.000	TON		
0030	40049	TOPSOILING-2 IN THICK OBTAINED ON SITE	500.000	SQYD		
0040	40066	ELECTRICAL DEMOLITION	( 1.00)	LS		
0050	40067	PAVEMENT MILLING	2,813.000	TON		
0060	40068	PAVEMENT CRACK REPAIR-METHOD 3	1,500.000	LF		
0070	40069	PAVEMENT CRACK REPAIR-METHOD 1	8,000.000	LF		
0080	40070	PAVEMENT CRACK REPAIR-METHOD 2	20.000	TON		
0090	40071	PAVEMENT EXCAVATION FOR CRACK REPAIR	120.000	SQYD		
0100	40072	BITUMINOUS SURFACE COURSE	4,558.000	TON		
0110	40073	BITUMINOUS BASE COURSE	57.000	TON		
0120	40074	ASPHALT LEVELING AND WEDGING	14.000	TON		
0130	40075	BITUMINOUS TACK COAT	2,070.000	GAL		
0140	40076	BITUMINOUS PRIME COAT	134.000	GAL		
0150	40077	PAVEMENT MARKING-YELLOW PAINT	5,668.000	SQFT		
0160	40078	PAVEMENT MARKING-WHITE PAINT	44,704.000	SQFT		
0170	40079	STK MTD THRESHOLD LIGHTS-RELOCATED	16.000	EACH		
0180	40080	BASE MTD THRSH LIGH-G/Y LENS-NEW	4.000	EACH		
0190	40081	STK MTD THRSH LIGH-G/O LENS-NEW	12.000	EACH		
0200	40082	EX R/W EDGE LIGHT-RELOCATED	43.000	EACH		

CONTRACT ID: 121023  
COUNTY: TRIGG  
PROPOSAL: AIP 3-21-0086-004-2012

PAGE: 2  
LETTING: 07/13/12  
CALL NO: 103

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	40083	NEW CANISTER BASES	43.000	EACH		
0220	40084	EX STK MTD T/W EDGE LIGHT-RELOCATED	6.000	EACH		
0230	40085	BASE MOUNTED TAXIWAY FIXTURES	4.000	EACH		
0240	40086	NEW EDGE LIGHT LENS-RED	16.000	EACH		
0250	40087	AWG 5KV CABLE NO.8-INSTALLED	28,100.000	LF		
0260	40088	AWG 5KV CABLE NO.6-INSTALLED	24,700.000	LF		
0270	40089	ELECTRICAL CONDUIT	204.000	LF		
0280	40090	CABLE TRENCHING	12,750.000	LF		
0290	40091	CABLE/DUCT MARKERS	4.000	EACH		
0300	40092	AWG COUNTERPOISE AND TRENC NO.6	12,000.000	LF		
0310	40093	EX REIL SYSTEM-RELOCATED RUNWAY 2	( 1.00)	LS		
0320	40093	EX REIL SYSTEM-RELOCATED RUNWAY 20	( 1.00)	LS		
0330	40094	EX PAPI SYSTEM-RELOCATED RUNWAY 2	( 1.00)	LS		
0340	40094	EX PAPI SYSTEM-RELOCATED RUNWAY 20	( 1.00)	LS		
0350	40095	SEEDING AND MULCHING	6.000	ACRE		
SECTION 0002 DEMOB AND MOB						
0360	02568	MOBILIZATION (NO MORE THAN 5%)		LUMP		
0370	02569	DEMOBILIZATION (AT LEAST 1.5%)		LUMP		
		TOTAL BID				