SPECIFICATIONS

FOR

CHARLES BAKER RUNWAY PAVEMENT IMPROVEMENTS - CONSTRUCTION

MEMPHIS INTERNATIONAL AIRPORT MEMPHIS, TENNESSEE



MSCAA PROJECT NO. 22-1458-01

DATED: 02/12/24

ISSUED FOR BID

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MEMPHIS INTERNATIONAL AIRPORT MEMPHIS, TENNESSEE

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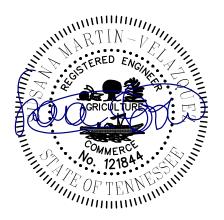
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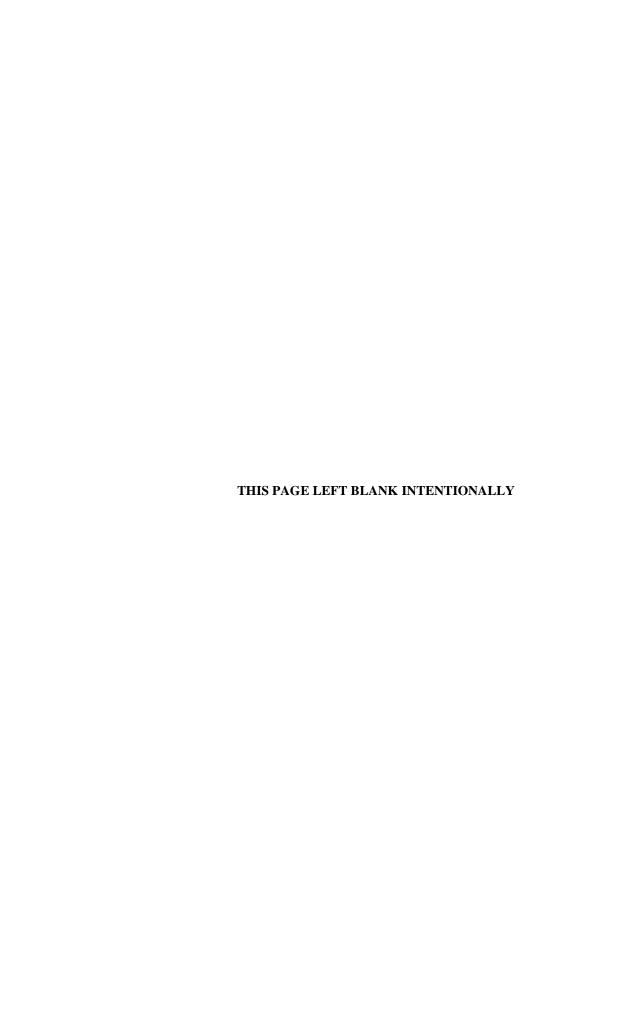
TECHNICAL SPECIFICATIONS – ISSUED FOR BID

I hereby certify that Specifications were prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of Tennessee.

Susana Martin-Velazquez

Date: 02/12/24 Reg. No. 121844





SECTION 00010 - TABLE OF CONTENTS

<u>Division/Section Code</u> <u>Section Title</u>

NON-TECHNICAL SPECIFICATIONS

DIVISION 0

00001Project Title Page00007Professional Seals00010Table of Contents00015List of Drawings00100Legal Notice to Bidders

00200 Instructions to Bidders/Proposers

00405 Proposal

00410 Proposal Guarantee

00445 Disadvantaged Business Enterprise (DBE) Requirements

00490 Addenda and Modifications 00500 Construction Contract 00605 Certificate of Secretary

00610 Performance Bond & Labor and Material Payment Bond

O0630 Application for Payment

00640 Business Diversity Monthly Compliance Report

00662 Wage and Labor Provisions – Tennessee Prevailing Wage Rates

00765 Supplemental Provisions

00801 Airport Construction Safety Requirements

00802 Airport Security Requirements

General Provisions

Section 10 Definition of Terms

Section 20 Proposal Requirements and Conditions Section 30 Award and Execution of Contract

Section 40 Scope of Work
Section 50 Control of Work
Section 60 Control of Materials

Section 70 Legal Regulations and Responsibility to Public

Section 80 Execution and Progress
Section 90 Measurement and Payment

Section 150 FAA General Provisions Addendum

DIVISION 1

01100 Summary of Work, Sequence of Construction & Liquidated Damages

01210 Allowances 01230 Alternates

01250 Amendment Procedure

01310 Preconstruction Conference & Progress Meetings w/ ProCore

01320Schedules and Reports01321Construction Surveying01322Construction Photographs01325Delays and Extension of Time

01330 Submittals

01351 Storage and Protection 01353 Radio Communications

O1455 Quality Control and Quality Assurance Testing Programs

01500 Construction Facilities and Temporary Controls

MSCAA 22-1458-01 02/12/24

01600	Product Requirements
01630	Product Substitution Procedures
01700	Field Engineering
01720	Project Record Documents
01741	Cleaning
01770	Close-Out Procedures
01771	Affidavit of Contractor
01772	Final Waiver and Release of Lien: PRIME
01774	Contractor Warranty Form
01775	Consent of Surety Company to Final Payment
01783	Electrical Characteristics, Capacities, and Wiring Diagrams
01784	Manufacturer's Supervision

TECHNICAL SPECIFICATIONS (dated 02/12/24)

SUPPLEMENTAL SPECIFICATIONS

SS-101	Safety Plan Compliance Document (SPCD)
SS-120	Construction Safety and Security
SS-300	Basic Electrical Requirements
SS-301	Electrical Demolition and Rehabilitation Work
SS-310	Airport Lighting Systems
SS-403	Asphalt Pavement

CIVIL

C-100 Contractor Quality Control Program (CQCP)

C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

C-105 Mobilization

C-110 Method of Estimation Percentage of Material Within Specification Limits (PWL)

P-101 Preparation and Removal of Existing Pavements
P-152 Excavation, Subgrade, and Embankment
P-153 Controlled Low-Strength Material (CLSM)

P-154 Subbase Course

P-209 Crushed Aggregate Base Course P-605 Joint Sealants for Pavements P-608-R Rapid Cure Seal Coat

P-610 Concrete for Miscellaneous Structures

P-620 Runway and Taxiway Marking
S-411 Asphaltic Concrete Surface (Hot Mix) (TNDOT)

D-701 Pipe for Storm Drains and Culverts
D-705 Pipe Underdrains for Airports

D-752 Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures

T-901 Seeding T-904 Sodding T-905 Topsoil

ELECTRICAL

L-108 Underground Power Cable for Airports

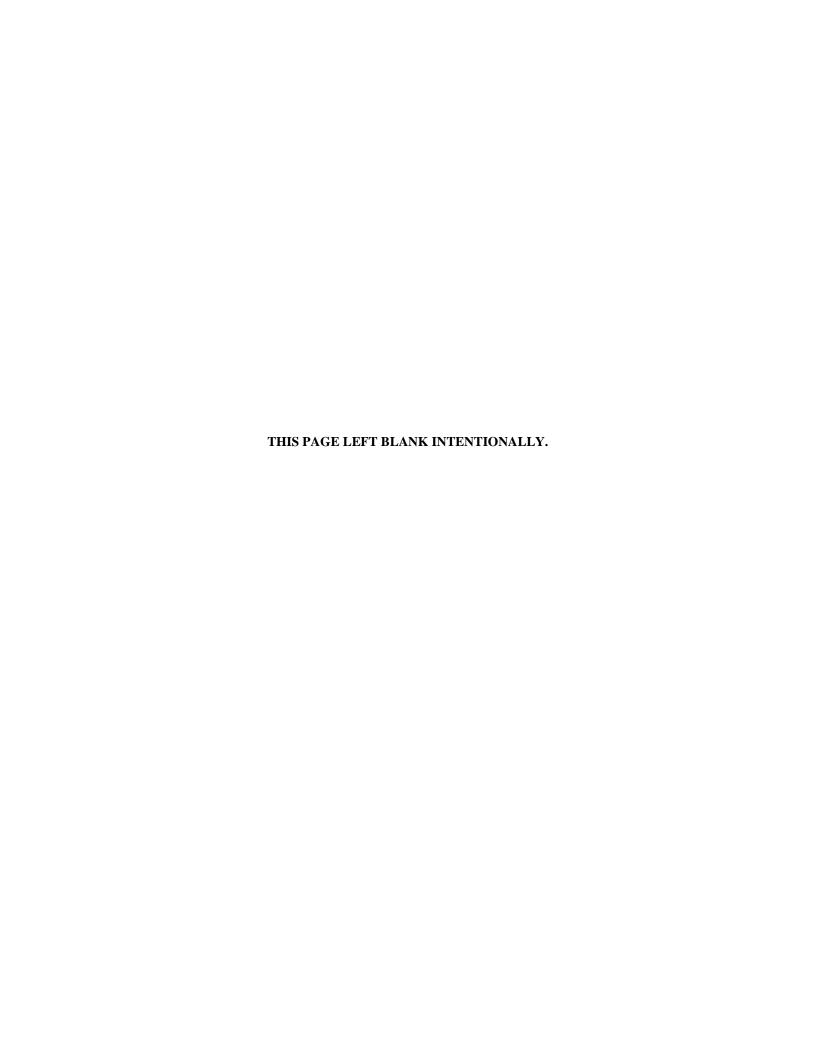
L-110 Airport Underground Electrical Duct Banks and Conduits

L-115 Electrical Manholes and Junction Structures L-125 Installation of Airport Lighting Systems

Appendices

Appendix A– MSCAA Construction Standards Appendix B – Geotechnical Report Appendix C – MEM Construction SWPPP

END OF SECTION 00010



LEGAL NOTICE Request for Bids MSCAA Project Number 22-1458-01 Charles Baker Runway Pavement Improvements - Construction

Sealed bids for <u>Charles Baker Runway Pavement Improvements - Construction</u> will be received by the Memphis-Shelby County Airport Authority (Authority), Procurement Department, 4150 Louis Carruthers Drive, Memphis, TN 38118, until <u>2:00 PM Local Time</u> on <u>3/12/2024</u>. Bids will not be received at any other location. The Bid Documents, including a description of the scope of work, the required response format, and additional instructions may be obtained on or after **02/12/24** online at <u>www.flymemphis.com.</u>

A Virtual Pre-Bid Meeting will be held Wednesday, February 21, 2024 at 2:30 p.m. local time via phone/video conferencing (link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjQxYWUxY2EtYzMyMy00NWQ0LWExNDMtYmY2MGY1NGZkY2Ri%40thread.v 2/0?context=%7b%22Tid%22%3a%227d15b138-6f30-4477-b779-756687956003%22%2c%22Oid%22%3a%22c3c4eee2-eefd-4dbe-994e-fa56f2028f8a%22%7d; meeting ID: 259 550 086 559; passcode: ob8aci; local phone #: (872) 242-8851; conference ID: 330 303 152#. Instructions on Pre-Bid Meeting and Site Visit request can be found at https://www.flymemphis.com/rfps-rfqs. Attendance at the Pre-Bid Meeting is strongly recommended.

All Bidders are responsible for checking the Authority's website up to the submission deadline for any updates, addenda or additional information. The successful Bidder must sign a contract with the Authority that includes Federal Aviation Administration provisions, if applicable, regarding the Buy American Preference, Foreign Trade Restriction, Davis-Bacon, Affirmative Action, Debarment and Suspension, and Drug-Free Workplace, all of which are incorporated herein by reference.

Each bid must be made by a contractor licensed in Tennessee and be accompanied by a 5% Bid Guarantee. The successful bidder must execute a Performance Bond and a Payment Bond in the amount of 100% each of the Contract Price and meet the Disadvantaged Business Enterprise (DBE) participation goal for this project, which is <u>26%.</u>

The Authority reserves the right to reject any or all responses to this Request for Bids in whole or in part; to waive any informalities, technicalities, or omissions related to this Request for Bids; and to reject responses on any other basis authorized by the Authority's purchasing policies. This project is funded under a grant contract with the State of Tennessee.

The Authority is an equal opportunity employer and prohibits discrimination based on the grounds of age, race, sex, color, national origin, disability, marital status, military service, or sexual orientation in its hiring and employment practices and in the admission to, access to, or operation of its programs, services, and activities.

By order of: Terry Blue, A.A.E. President and CEO Memphis-Shelby County Airport Authority

DIVISION 0 - SECTION 00200

INSTRUCTIONS TO BIDDERS / PROPOSERS

Instruction for the preparation of proposals and the delivery thereof to the Memphis-Shelby County Airport Authority (MSCAA) are contained in General Provision Section 20 and additionally as follows. Prepare and submit proposals accordingly.

1. RESERVATION OF RIGHTS:

MSCAA reserves the right, in its sole discretion, to reject and disqualify the bid of any bidder that has pending litigation or claims with the MSCAA and to reject the bid when a parent, subsidiary, affiliate, or predecessor in interest of the Bidder has pending litigation or claims with the MSCAA.

MSCAA also reserves the right, in its sole discretion, to reject and disqualify the bid of any bidder if the bid includes any subcontractor(s) or supplier(s) of any tier that have pending litigation or claims with MSCAA, and to reject the bid when a parent, subsidiary, affiliate, or predecessor in interest of the subcontractor or supplier has pending litigation or claims with the MSCAA.

Bidders shall request from MSCAA a list of entities that have pending claims or litigation with MSCAA to avoid including such entities or their parents, subsidiaries, affiliates, or predecessors in interest in their proposal or bid. A list of affected entities may be obtained by a written or telephone request to Development Division at MSCAA, 2491 Winchester Road, Suite 113, Memphis, TN 38116-3856, telephone number (901) 922-8033.

2. PRE-BID CONFERENCE:

A Virtual Pre-Bid Meeting will be held Wednesday, February 21, 2024 at 2:30 p.m. local time via phone/video conferencing (link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjQxYWUxY2EtYzMyMy00NWQ0LWExNDMtYmY2MGY1NGZkY2Ri%40threa d.v2/0?context=%7b%22Tid%22%3a%227d15b138-6f30-4477-b779-756687956003%22%2c%22Oid%22%3a%22c3c4eee2-eefd-4dbe-994e-fa56f2028f8a%22%7d; meeting ID: 259 550 086 559; passcode: ob8aci; local phone #: (872) 242-8851; conference ID: 330 303 152#. Instructions on Pre-Bid Meeting and Site Visit request can be found at https://www.flymemphis.com/rfps-rfqs. Attendance at the Pre-Bid Meeting is strongly recommended.

3. DRAWINGS AND SPECIFICATIONS FURNISHED TO CONTRACTOR:

Electronic set of contract and proposal documents are available at https://www.flymemphis.com/rfps-rfqs at no cost. Printed copies are not available.

4. REFUSAL OF ISSUANCE OF PROPOSAL FORM TO BIDDERS IN DEFAULT AND DISQUALIFICATION OF BIDDERS:

See General Provision Section 20 for disqualification of bidders and bidders in default.

5. SUBMIT THE FOLLOWING WITH THE BID IN THE MANNER DESCRIBED BELOW:

- A. (1) Proposal
 - (2) Proposal Guarantee (Required Bid Security)
 - (3) DBE Assurance Statement/Letter of Intent on Bidder's / Proposer's Letterhead for each DBE subcontractor, subcontractors' signatures not required.
 - (4) Written quote or proposal or other communication from each DBE upon which the scope of work and dollar value contained in your Assurance Statements is based with items included in the Proposal either circled and/or highlighted.
 - (5) DBE Goals Accomplishment Statement

- (6) Information on All Firms that Provide Bids or Quotes
- (7) Signed Addenda (if applicable)
- B. The following must be submitted within 24 hours of the proposal submittal deadline:
 - (1) DBE Assurance Statement/Letter of Intent on Bidder's / Proposer's Letterhead for each DBE subcontractor, subcontractors' signatures required.

See General Provision Section 20, PROPOSAL REQUIREMENTS AND CONDITIONS.

- C. By executing the proposal submittal, the Contractor is confirming that (1) neither the Contractor nor any of Contractor's potential subcontractors or suppliers have pending claims or litigation, arbitration, or other dispute resolution proceedings where the Owner and the Contractor or potential subcontractors or suppliers are parties; or (2) the Contractor has disclosed in writing any such pending claims or proceedings to Owner through its own writing and/or the writing of Contractor's potential subcontractors or suppliers and submitted same to Owner with the proposal submittal.
- D. Bids should be delivered to the following address:

Memphis-Shelby County Airport Authority Procurement Department Memphis International Airport 4150 Louis Carruthers Drive Memphis, TN 38118 Project No. 22-1458-01

The bid must be sealed and the project number must be included in the address.

Within 30 minutes thereafter, the bids will be opened and publicly read virtually at the following link - MS Teams: https://teams.microsoft.com/l/meetup-join/19%3ameeting MTdjNTZiNmUtZWJmZC00NGQzLTg2ZjEtOWZhMTkwZjMxMDhl%40t https://https:

Please note that bids <u>will not</u> be accepted at the Project Center; they must be delivered prior to the deadline to the 4150 Louis Carruthers Drive address, or they will be rejected.

6. CONSIDERATION OF BID:

The Owner reserves the right to reject any or all bids in whole or in part and to waive any informalities, technicalities, or omissions therein.

It is intention of the Owner to award a contract based upon the lowest responsive bid on any combination of the lump sum base bids and alternates. Bidder understands and agrees that, after a review of all the bids, the Owner will select the combination of the lump sum base bids and alternates that best suits the Owner's needs within the sole discretion of the Owner. The Bidder further understands and agrees that it has no right to protest or object to the combination of the lump sum base bids and alternates that is selected by the Owner even if another combination would have resulted in the selection of the bidder or another bidder other than the one chosen by the Owner.

00200 «STATUS» Page 2

7. NO FINANCIAL INTEREST:

Respondent understands and agrees that no Airport Authority employee or member of the Board of Commissioners shall receive any financial benefit arising out of this proposal or its contract, if awarded, either directly or indirectly. Further, any fees paid to any person or entity by contractor for assistance in obtaining this contract, if awarded, with the Authority must be fully disclosed to the Authority.

8. PROTEST:

A. Any protest must be filed in writing and received by the Authority within seven (7) calendar days of the date of the occurrence of the event that is the subject of the protest, e.g., the opening of responses, the award, or a determination that a respondent is not responsible or that a response is not responsive. Any protest must be actually delivered to the Authority during the business hours of 7:00 AM – 3:30 PM Local Time in order to be deemed to be received by the Authority as required under this Section. A protest must be submitted in hard copy and addressed as follows:

Memphis-Shelby County Airport Authority Attention: Director of Procurement 4150 Louis Carruthers Drive Memphis, Tennessee 38118-6613

Any protest sent by telegraphic or facsimile transmission or by email or other electronic means will not meet the filing requirements set forth herein and will not be deemed to be received by the Authority.

No objections with regard to the application, meaning, or interpretation of the specifications contained herein will be considered after the opening of the subject bid.

END OF SECTION 00200

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DIVISION 0 - SECTION 00405

PROPOSAL

Project Identification: Charles Baker Runway Pavement Improvements - Construction

Contract Number: MSCAA Project No. 22-1458-01

<u>For Overnight Courier U.S. Postal Service Mailing</u>, or Hand Delivery Submit to:

Memphis-Shelby County Airport Authority Memphis International Airport Procurement Department 4150 Louis Carruthers Drive Memphis, Tennessee 38118

Bidder has examined copies of all the Bidding Documents and of the following Addenda

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Legal Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for seventy-five (75) days after the day of Bid opening. Bidder will sign and submit the Construction Contract with the Bonds and other documents required by the Bidding Requirements, within ten (10) days after the date of Owner's Notice of Award.
- 3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract that:

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Division 0 and Division 1 Specifications, and accepts the determination set forth in General Provision Section 20 paragraph 20-06 of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of General Provision Section 20 paragraph 20-06; and no additional examination, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Owner or Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner or Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid: Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete Base Bid Work for the following price(s).

ITEM	PAY ITEM	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL EST PRICE
1	SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	LS	1	\$	\$
2	SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	1	\$	\$
3	SS-301-5.1	EXISTING BASE MOUNTED RUNWAY EDGE OR THRESHOLD LIGHT, REMOVED AND STORED, BASE DEMOLISHED	EA	9	\$	\$
4	SS-301-5.2	EXISTING BASE MOUNTED TAXIWAY EDGE LIGHT, REMOVED AND STORED, BASE DEMOLISHED	EA	6	\$	\$
5	SS-301-5.4	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED, FOUNDATION DEMOLISHED	EA	2	\$	\$
6	SS-301-5.5	EXISTING CONCRETE ENCASED, ELECTRICAL JUNCTION STRUCTURE, REMOVED	EA	1	\$	\$
7	SS-403-5.1	12.5-MM MIXTURE, MT, ASPHALT PAVEMENT	TON	3600	\$	\$
8	SS-403-5.2	12.5-MM MIXTURE, MT, ASPHALT PAVEMENT, LEVELING	TON	1500	\$	\$
9	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$	\$
10	C-102-5.1	TEMPORARY EROSION CONTROL	LS	1	\$	\$
11	P-101-5.2a	CRACK REPAIR (LOW)	LF	12000	\$	\$
12	P-101-5.2b	CRACK REPAIR (MODERATE)	LF	5500	\$	\$
13	P-101-5.2c	CRACK REPAIR - FULL DEPTH (HIGH)	LF	300	\$	\$
14	P-101-5.3	REMOVAL OF FOREIGN SUBSTANCES / CONTAMINATES	SY	23250	\$	\$
15	P-101-5.4	SURFACE PREPARATION / MARKING REMOVAL	SY	7200	\$	\$
16	P-101-5.5	TRANSITIONAL VARIABLE-DEPTH MILLING	SY	725	\$	\$
17	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	2400	\$	\$
18	P-152-4.2	BORROW EXCAVATION	CY	300	\$	\$
19	P-620-5.1	RUNWAY AND TAXIWAY MARKING (REFLECTIVE)	SF	37800	\$	\$
20	P-620-5.2	RUNWAY AND TAXIWAY MARKING (NON- REFLECTIVE)	SF	9550	\$	\$
21	P-620-5.3	TEMPORARY RUNWAY AND TAXIWAY MARKING	SF	34375	\$	\$
22	P-608R-5.1	RAPID CURE SEAL COAT	SY	31200	\$	\$
23	T-904-5.1	SODDING	SY	34000	\$	\$
24	L-108-5.1	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	4000	\$	\$
25	L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING CONNECTIONS/TERMINATIONS	LF	550	\$	\$
26	L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	LF	300	\$	\$

ITEM	PAY ITEM	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL EST. PRICE
27	L-108-5.4	NO. 4 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	1050	\$	\$
28	L-108-5.5	NO. 6 AWG STRANDED, 600V RATED, TYPE XHHW, GREEN INSULATED EQUIPMENT GROUND, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	700	\$	\$
29	L-110-5.1	NON-ENCASED ELECTRICAL CONDUIT, 1W-2"C	LF	400	\$	\$
30	L-110-5.2	NON-ENCASED ELECTRICAL DUCT BANK, 2W-2"C	LF	100	\$	\$
31	L-115-5.1	ELECTRICAL JUNCTION STRUCTURE PLAZA, TWO L-867 CLASS 1, SIZE 16" DIAMETER BY 24" DEPTH JUNCTION CANS	EA	1	\$	\$
32	L-125-5.1	NEW L-858(L) BASE MOUNTED, SIZE 1, 2- MODULE GUIDANCE SIGN, INSTALLED	EA	2	\$	\$
33	L-125-5.2	EXISTING GUIDANCE S REPLACED	EA	2	\$	\$
34	L-125-5.3	EXISTING STORED RUNWAY EDGE OR THREHOLD LIGHT, INSTALLED ON NEW BASE	EA	9	\$	\$
35	L-125-5.4	EXISTING STORED TAXIWAY EDGE LIGHT, INSTALLED ON NEW BASE	EA	6	\$	\$
36	01100.01	MOBILIZATION (FIXED COST)	LS	1	\$124,000.00	\$124,000.00
37	01100.02	DEMOBILIZATION (FIXED COST)	LS	1	\$74,000.00	\$74,000.00

CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-37) \$_____

CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-37):				
	(use words)			
(\$)			

ITEM	PAY ITEM	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL EST. PRICE
1	SS-301-5.1	EXISTING BASE MOUNTED RUNWAY EDGE OR THREHOLD LIGHT, REMOVED AND STORED, BASE DEMOLISHED	EA	1	\$	\$
2	SS-301-5.2	EXISTING BASE MOUNTED TAXIWAY EDGE LIGHT, REMOVED AND STORED, BASE DEMOLISHED	EA	17	\$	\$
3	SS-301-5.3	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED AND STORED, FOUNDATION DEMOLISHED	EA	1	\$	\$
4	SS-301-5.4	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED, FOUNDATION DEMOLISHED	EA	2	\$	\$
5	SS-301-5.5	EXISTING CONCRETE ENCASED, ELECTRICAL JUNCTION STRUCTURE, REMOVED	EA	3	\$	\$
6	SS-310-5.1	TEMPORARY AIRFIELD LIGHTING, PHASE 2	LS	1	\$	\$
7	SS-403-5.1	12.5-MM MIXTURE, MT, ASPHALT PAVEMENT	TON	400	\$	\$
8	P-101-5.1	FULL DEPTH PAVEMENT REMOVAL	SY	900	\$	\$
9	P-101-5.4	SURFACE PREPARATION / MARKING REMOVAL	SY	50	\$	\$
10	P-101-5.5	TRANSITIONAL VARIABLE-DEPTH MILLING	SY	250	\$	\$
11	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	1000	\$	\$
12	P-152-4.2	BORROW EXCAVATION	CY	600	\$	\$
13	P-154-5.1	6-INCH SUBBASE COURSE	SY	1750	\$	\$
14	P-209-5.1	6-INCH CRUSHED AGGREGATE BASE COURSE	SY	1750	\$	\$
15	P-620-5.1	RUNWAY AND TAXIWAY MARKING (REFLECTIVE)	SF	525	\$	\$
16	P-620-5.2	RUNWAY AND TAXIWAY MARKING (NON-REFLECTIVE)	SF	650	\$	\$
17	P-620-5.3	TEMPORARY RUNWAY AND TAXIWAY MARKING	SF	530	\$	\$
18	P-608R-5.1	RAPID CURE SEAL COAT	SY	1750	\$	\$
19	D-701-5.1	30-INCH RCP, CLASS IV	LF	145	\$	\$
20	D-705-5.1	6-INCH UNDERDRAIN	LF	743	\$	\$

UNIT PRICE SCHEDULE – TAXIWAY A2 RELOCATION (ADDITIVE ALTERNATE NO. 1)						
ITEM	PAY ITEM	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL EST. PRICE
21	D-705-5.1	6-INCH UNDERDRAIN	LF	743	\$	\$
22	D-705-5.2	UNDERDRAIN CLEANOUT	EA	10	\$	\$
23	D-752-5.1	30-INCH TNDOT TYPE 'U' CROSS DRAIN ENDWALL	EA	2	\$	\$
24	T-904-5.1	SODDING	SY	1650	\$	\$
25	L-108-5.1	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	3400	\$	\$
26	L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING CONNECTIONS/TERMINATIONS	LF	1850	\$	\$
27	L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	LF	12300	\$	\$
28	L-110-5.1	NON-ENCASED ELECTRICAL CONDUIT, 1W-2"C	LF	1550	\$	\$
29	L-110-5.2	NON-ENCASED ELECTRICAL DUCT BANK, 2W-2"C	LF	100	\$	\$
30	L-110-5.3	CONCRETE ENCASED ELECTRICAL DUCT BANK, 2W-2"C	LF	100	\$	\$
31	L-115-5.1	ELECTRICAL JUNCTION STRUCTURE PLAZA, TWO L- 867 CLASS 1, SIZE 16" DIAMETER BY 24" DEPTH JUNCTION CANS	EA	3	\$	\$
32	L-125-5.1	NEW L-858(L) BASE MOUNTED, SIZE 1, 2-MODULE GUIDANCE SIGN, INSTALLED	EA	2	\$	\$
33	L-125-5.3	EXISTING STORED RUNWAY EDGE OR THREHOLD LIGHT, INSTALLED ON NEW BASE	EA	1	\$	\$
34	L-125-5.4	EXISTING STORED TAXIWAY EDGE LIGHT, INSTALLED ON NEW BASE	EA	17	\$	\$
35	L-125-5.5	NEW L-861T(L) BASE MOUNTED, TAXIWAY EDGE LIGHT, INSTALLED ON NEW BASE	EA	9	\$	\$
36	L-125-5.6	EXISTING STORED GUIDANCE SIGN, INSTALLED ON NEW FOUNDATION WITH PANEL REPLACEMENT	EA	1	\$	\$

TOTAL ADDITIVE ALTERNATE NO. 1 (TOTAL OF LINE ITEMS 1 -36) \$					

	(use words)
\$_)

5. The Owner reserves the right to reject any or all bids in whole or in part and to waive any informalities, technicalities, or omissions therein.

It is intention of the Owner to award a contract based upon the lowest responsive bid on any combination of the lump sum base bids and alternates. Bidder understands and agrees that, after a review of all the bids, the Owner will select the combination of the lump sum base bids and alternates that best suits the Owner's needs within the sole discretion of the Owner. The Bidder further understands and agrees that it has no right to protest or object to the combination of the lump sum base bids and alternates that is selected by the Owner even if another combination would have resulted in the selection of the bidder or another bidder other than the one chosen by the Owner.

- 6. Bidder agrees that the Work: will be completed and ready for final payment within the calendar days (as described in Section 01100) after the date when the Contract Time commences to run. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.
- 7. See Section 00200, INSTRUCTIONS TO BIDDERS, for a complete list of documents that are made a condition of this Bid.

8.	Communications concerning this Bid shall be addressed to:	
	The address of Bidder indicated above, or	(Printed Name)
	the following address:	
	email address:	
9.	The terms used in this Bid which are defined in General Provision S as part of the Contract Documents have the meanings assigned to Specifications.	*
	Submitted on, 20	

10. The undersigned Bidder confirms that (1) neither Bidder nor any of Bidder's potential subcontractors or suppliers have pending claims or litigation, arbitration, or other dispute resolution proceedings where the Owner and Bidder or Bidder's potential subcontractors or suppliers are parties; or (2) such claims or proceedings are pending and Bidder is disclosing same through its own writing and/or the writing of Bidder's potential subcontractors or suppliers and submitting same to Owner with this proposal submittal.

If Bidder is:			
An Individual			
	(Individual's Printe	ed Name)	
	(Individual's Sig		
doing business as:			
		E-Mail	
A Partnership			
	(Firm Na	me)	
Ву:			
	(Signature of General Partner	and Printed Name)	
Business address:			
Phone No.:	FAX No.	E-Mail	

<u>A Corporation</u>			
	(Corpo	oration Name)	
By:		Title:	
(Signature of person authorize	ed to sign)		
(Printed	l Name)		
(Corporate Seal)			
Attest			
Attest:(Signature of Secretary)		(Printed Name)	
	(S	tate of Incorporation)	
Business address:			
Phone No.:	FAX No	E-Mail	
A Joint Venture			
A Joint Venture			
	(Joint	Venture)	
Ву:			
By:(Signature of Joint V	(enturer)	(Printed Name)	
	(Add	ress)	
Phone No.:	FAX No	E-Mail	
By:(Signature of Joint V	renturer)	(Printed Name)	
-			
	(Addr	ess)	
Phone No.:	FAX No	E-Mail	

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION 00405

DIVISION 0 – SECTION 00410

PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENT, that we, the un	ndersigned,
	as Principal, and
_	as Surety, are
	County Airport Authority as Owner, in the sum of or the payment of which, well and truly to be made, the said
Principal and Surety hereby jointly and severally bind ours assigns.	selves, our heirs, executors, administrators, successors, and
	County Airport Authority a certain bid, attached hereto and ng for the Charles Baker Runway Pavement Improvements
in connection therewith, and shall in all other respects per then this obligation shall be void, otherwise the same shall r	
	es that the obligation of said Surety and its bond shall be in e within which the Owner may accept such bid; and said
	ave hereunto set their hands and seals, and such of them as reto affixed and these presents to be signed by their proper
thisday of	, 20
	PRINCIPAL
	By:
	(Name and Title)
	SURETY
SEAL	Ву:
	(Attorney-in-Fact)

END OF SECTION 00410

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DIVISION 0 – SECTION 00445

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

MSCAA operates a federal Disadvantaged Business Enterprise (DBE) Program¹ to ensure full and fair opportunities in MSCAA contracting for businesses owned by socially and economically disadvantaged individuals. Only firms that are certified consistent with 49 CFR Part 26 and the Tennessee Department of Transportation Unified Certification Program (TN UCP), as identified below, will be considered to be certified as a Disadvantaged Business Enterprise.

This section, entitled "Disadvantaged Business Enterprise Requirements" is provided in an effort to assist Respondents. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. All Respondents are responsible for compliance with all applicable federal and MSCAA rules and requirements.

It is a requirement that all Respondents providing services for the MSCAA take all reasonable steps to ensure that DBE have a full and fair opportunity to compete for and perform contract work without discrimination on the basis of race, color, national origin or sex. In order to satisfy this requirement, Respondents will be expected to timely submit documentation as identified below and throughout the contract period if selected, and cooperate with MSCAA. Failure to timely submit requested documentation, cooperate with MSCAA or answer inquiries truthfully will be considered a material contract breach and may result in termination.

The following documents must be submitted with your response to this solicitation:

DBE Assurance Statement/Letter of Intent. (49 CFR Part 26.53(b)) The Respondent must submit an Assurance Statement for each DBE whose participation the Respondent is counting toward the goal. This may include first, second, third and so on tier subcontractors and the Respondent and all subcontractors between the Respondent and the DBE should sign the Assurance Statement. The Respondent must submit this Assurance Statement on Company Letterhead.

For each Assurance Statement, the Respondent must also provide the written quote or proposal from the DBE or other communication from the DBE upon which the scope of work and dollar value contained in your Assurance Statement is based ("quote/proposal").

For all RFQs using federal monies, the Assurance Statement(s) must still be submitted and list the DBE s to be used and their scope of work, but no dollar amount(s) is entered. Dollar amounts(s) will be submitted by the prevailing Respondent upon completion of the selection process.

All portions of the Assurance Statement must be completed (including the description of work, the estimated contract amount, and the estimated dollar value of DBE participation for counting and goal purposes) before the Assurance Statement is signed by either the DBE or the Respondent. If the DBE's, and if applicable the 2nd/3rd Tier Subcontractor's, signature(s) can be obtained on the completed Assurance Statement before the bid submission deadline, the Respondent should submit the fully-completed and fully-signed Assurance Statement. If the Respondent submits an Assurance Statement that is completed except for the DBE's, and if applicable, the 2nd/3rd Tier Subcontractor's signature(s) and a

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

quote/proposal from the DBE as described above, the Respondent will be given 24 hours from the bid submission deadline to submit the completed Assurance Statement signed by the DBE and if applicable the 2nd/3rd Tier Subcontractor. Each Assurance Statement submitted during this 24 hour window must conform to the previously submitted Assurance Statement except for DBE signature. These signed Assurance Statements must be submitted pursuant to the same location and time restrictions that applied to the solicitation response and late signed Assurance Statements will only be accepted for good cause as determined solely by MSCAA.

MSCAA reserves the right to ask questions of the Respondent, investigate and require additional information as it determines necessary in its sole discretion to ensure that the regulations and MSCAA's rules are followed as it relates to DBE participation.

Respondent DBE Goals Accomplishment Statement

Submit on Company Letterhead

Information on All Firms that Provide Bids or Quotes

We ask, but do not require, that <u>the Respondent</u> submit the following information with the response to this solicitation:

Voluntary Disclosure of Respondent Data

DEFINITION OF SOCIALLY AND ECONOMICALLY DISADVANTAGED

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed one million three hundred twenty thousand dollars (\$1,320,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (1) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
 - (2) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (3) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (4) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea),

Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- (5) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives islands, Nepal or Sri Lanka;
- (6) Women:
- (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

DBE LIAISON OFFICER

For questions or information related to the DBE program, contact Regina Armstrong, the Senior Manager of Business Diversity Development at (901) 922-1067.

DBE CERTIFICATION

The Authority is a certifying member of the Tennessee Department of Transportation Unified Certification Program (TNUCP). TNUCP is a cooperative of entities that are recipients of federal funds that have developed a "one-stop shop" for certification throughout the State of Tennessee. The Authority compiles a directory of firms who have met the TNUCP's selection criteria for eligibility as a DBE, including 49 CFR Part 26. You can view the directory of certified firms at www.flymemphis.com or at www.tdot.tn.gov. In order to be considered as meeting the DBE goal for this Contract, each business wishing to participate as a DBE or a joint venture DBE, must be certified by a TNUCP certifying member in accordance with 49 CFR Part 26. Out of state firms may be granted reciprocity by a TNUCP certifying member with an existing certification from their home state. Unless a firm is certified by a TNUCP certifying member by the time the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified by the time the responses are due.

Identification of Contract Goal and Requirements

For this Contract, t the DBE goal is established as <u>26% for Base Bid and 26% for Additive Alternate</u> <u>1".</u>. In order to be responsive, a Respondent must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a Respondent's DBE Assurance Statement proposes a DBE percentage less than the established goal, the Respondent must, at the time of making the response, submit appropriate documentation showing good faith efforts to meet the established goal. MSCAA reserves the right to request additional documentation or information from Respondent regarding its DBE Assurance Statement and, if applicable, any good faith efforts documentation. If MSCAA enters into a contract based on the Respondent's DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by MSCAA will become a contractual requirement. If the Respondent's DBE Assurance Statement proposes to attain a DBE percentage higher than the established goal, the established goal will remain the contractual requirement.

Respondents shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Assurance Statement or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other Respondents. The DBE shall be free to provide their services to any number of Respondents. To ensure that all obligations under sub-contracts awarded to a

DBE are met, the MSCAA will review the agreement between the Respondent and DBE, and Respondent's DBE involvement efforts during the performance of the contract.

GOOD FAITH EFFORTS STATEMENT AND REQUIREMENTS

Respondents must either meet the DBE goal or make good faith efforts to meet the goal. Respondents who do not meet the goal must establish adequate good faith efforts by submitting documentation along with the Respondent DBE Goals Accomplishment Statement. This statement should show that they took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Respondent's DBE Goals Accomplishment Statement and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a Respondent's efforts to obtain DBE participation and may be included in the Respondent DBE Goals Accomplishment Statement and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the contract. The Respondent must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.
- b. Selecting portions of the work to be performed by a DBE in order to increase the likelihood that the goals of the will be achieved.
- c. Providing any interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontractor.
- d. Negotiating in good faith with any interested DBE. It is the Respondent's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.
- e. Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist any interested DBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of any DBE.

If a Respondent has not met the DBE goal and submits Respondent DBE Goals Accomplishment Statement and documentation, the Respondent should summarize in detail all good faith efforts taken by the

Respondent, including, but not limited to, the activities listed above in A through I, and supporting documentation. While the Respondent should submit documentation to support its good faith efforts at the time of bid submission, MSCAA may ask questions of Respondent or request additional documentation after review of Respondent's DBE Goals Accomplishment Statement and any documentation. In submitting the information required under this section, Respondent understands and agrees that the determination of whether Respondent has met the DBE goal or established good faith efforts to meet the goal is a judgment call that MSCAA will make.

ADMINISTRATIVE RECONSIDERATION (49 CFR PART 26.53(d))

Within 5 business days of being informed by the Authority that it is not responsive because it has not documented sufficient good faith efforts, a Respondent may request administrative reconsideration. Respondent should make this request in writing to the following reconsideration official: Terry Blue, President and CEO, Memphis Shelby County Airport Authority, 2491 Winchester Road, Suite 113, Memphis, Tennessee 38116, (901) 922-8000, tblue@flymemphis.com. The reconsideration official will not have played any role in the original determination that the Respondent did not document sufficient good faith efforts.

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

COUNTING THE DBE PARTICIPATION

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, specifically 26.55. When **the Respondent** completes an Assurance Statement, **the Respondent** must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted toward meeting the goal. If you have any questions about counting, we strongly urge you to consult 49 CFR Part 26. The following may be helpful to you in counting DBE participation and in determining which sections of Part 26.55 you need to review in more detail.

- a. When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
 - (1) Count the entire amount of that portion of a construction contract (or other contract not covered by <u>paragraph (a)(2)</u> of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. a. When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

- (1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- b. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- c. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. For the definition and explanation of a commercially useful function see 49 CFR Part 26.55(c).
- d. To determine whether a DBE trucking company is performing a commercially useful function see 49 CFR Part 26.55(d).
- e. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in 49 CFR Part 26.55(e). Please note that materials or supplies obtained from a DBE manufacturer are counted differently toward DBE goals than a DBE regular dealer.
- f. If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 Subpart D at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in § 26.87(i)).
- g. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
 - h. Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

SANCTIONS FOR NON-COMPLIANCE²

In case of the Respondent's non-compliance with DBE requirements as applicable, including, but not limited to, documentation, cooperation, and truthfulness, MSCAA shall impose such contract sanctions as it may determine to be appropriate. This may include but is not limited to:

- a) Withholding of payments to the Respondent under the Contract until the Respondent complies; and/or
- b) Cancellation, termination, or suspension of the Contract, in whole or in part; and/or
- c) Assessing sanctions; and/or
- d) Payment by the Respondent to MSCAA of an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation, which dollar value shall be considered liquidated damages if the Authority determines that Respondent failed to make good faith efforts in meeting the Contract's DBE goal.

CONTRACT ASSURANCE (49 CFR PART 26.13)

The Contractor and any sub-recipient or subcontractor shall adhere to and ensure the following clause is included in every contract and subcontract.

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

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

PROMPT PAYMENT/RETAINAGE

The successful Respondent agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the successful Respondent receives from MSCAA. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the MSCAA. When MSCAA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the MSCAA. This clause applies to both DBE and non-DBE subcontractors.

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² The Authority applies Sanctions for Non-Compliance to its BDDP.

Retainage will not be withheld on this project. No retainage will be withheld by MSCAA from progress payments due the successful Respondent. Retainage by the successful Respondent or subcontractors is prohibited, and no retainage will be held by the successful Respondent from progress payments due to subcontractors.

TERMINATION OF DBE SUBCONTRACTS

The successful Respondent must not terminate a DBE subcontractor listed in response to this solicitation (or an approved substitute DBE firm) without prior written consent of Authority. This includes, but is not limited to, instances in which the successful Respondent seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the successful Respondent has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

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

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

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

49 CFR PART 26

The Respondent shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of MSCAA contracts. Respondent agrees to provide all its subcontractors and suppliers and to require all its subcontractors and suppliers on this project to provide a complete copy of the **Disadvantaged Business Enterprise (DBE) Requirements** of this contract to all those who provide supplies or work related to this contract and to require all those providing supplies or work to be bound by these requirements as it relates to their work related to this contract.

DBE ASSURANCE STATEMENT/LETTER OF INTENT

<u>KESP</u>	ONDENT:			
Name	of Firm:			
Addre	ss:			
City: _		State:	Zip:	
Telepl	none:			
DBE:				
Name	of Firm:		_	
Addre	ss:			
City: _		State:	Zip:	
Telepl	none:			
Descr	iption of work to be performed by DBE:			
	Respondent is committed to utilizing the about of this work is \$, which is			timated dollar
		AFFIRMATION		
TT1 1				1 1
The at	pove-named DBE affirms that it will perform	the portion of the co	ntract for the estimated dollar value as	stated above.
Ву:				
	Signature of DBE and Title	Date	Name	
Ву:				
	Signature of 2 nd /3 rd Tier Subcontractor and Title	Date	Name	
If the	Respondent does not receive award of the	prime contract, any	and all representations in this letter	of Intent and
	nation shall be null and void. If the Respon		<u> </u>	
to usii 26.	ng the DBE subcontractor listed and descri	bed above to meet (ne DBE contract goal, pursuant to 4	9 CFR Part
By:				
<i></i>	Signature of Respondent and Title	Date	Name	

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

Project No.

RESPONDENT DBE GOALS ACCOMPLISHMENT STATEMENT

The undersigned Respondent has satisfied the requirements of the bid/proposal specification in the following manner (please complete the appropriate spaces):
The Respondent is committed to a minimum of% DBE utilization on this contract.
The Respondent is unable to meet the DBE goal of% but is committed to a minimum of% DBE utilization on this contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. The Respondent should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made. This narrative must be written on company letterhead and signed.
Please provide an explanation for the percentage quoted above: Provide an explanation of the dollar value of DBE's participation and compensation and how this has been determined to meet the specific goal requirements of this solicitation in whole or part.
If DBE and company will enter into a Joint Venture, please describe the terms of the relationship and attach a copy of the contract between the parties.
It is the present intent of the Respondent to utilize the specific DBE firms identified in this proposal in the execution of this contract. If for any reason, one or more of the DBE identified here are unable or unwilling to participate, the Respondent will make good faith efforts to replace the DBE with a similar DBE. The Authority DBE Good Faith Procedures are provided in this package and apply to this proposal.
Respondent's Name:
State Registration No.:
Federal Tax ID No.:
By:
By: Signature and Title Date
(SUBMIT THIS PAGE ON RESPONDENT'S LETTERHEAD)

VOLUNTARY DISCLOSURE OF RESPONDENT DATA

For Title VI Compliance, we ask for **voluntary disclosure** of the following information:

Gender:	Male
	Female
Race:	Caucasian
	Black American
	Hispanic American
	Native American
	Subcont. Asian American
	Asian-Pacific American
	Other (please specify)

(DO NOT SUBMIT THIS PAGE ON LETTERHEAD)

Received:	Date:	Project Name:
Sr. Manager of BD	DD .	Project No.:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS FOR SUBCONTRACTS

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

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

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

- 1. <u>Assurance</u> (49 CFR 26.13(b)): The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: 1) Withholding monthly progress payments; 2) Assessing sanctions; 3) Liquidated damages; and/or 4) Disqualifying the contractor from future bidding as non-responsible.
- 2. **Prompt Payment** (49 CFR 26.29): The prime contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 15 days after the prime contractor's receipt of payment for that work from MSCAA. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by MSCAA. When MSCAA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause and written approval of the MSCAA. Retainage will not be withheld on this project. No retainage will be withheld by the MSCAA from progress payments due the prime contractor. Retainage by the prime or subcontractors is prohibited. No retainage will be held by the prime from progress due subcontractors.
- 3. <u>Termination/Substitution</u> (49 CFR 26.53): The prime contractor may not terminate or substitute any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MSCAA. The prime contractor must follow the procedures set forth in 49 CFR 26.53(f).
- 4. Counting Participation: DBE participation in a contract must be counted in accordance with 49 CFR 26.55 and applicable guidance.
- 5. <u>DBE Independence</u>: Only an independent business may be certified as a DBE. An independent business is one the viability of which does not depend on its relationship with another firm or firms. Determination of ownership and control of a DBE is governed by 49 CFR 26.71.
- 6. <u>DBE Liaison Officer (DBELO)</u>: For DBE-related questions, issues, and disputes, please contact the MSCAA DBELO (contact information found at https://flymemphis.com/business-diversity-development-program/). The current DBELO is Regina Armstrong, who may be reached at 901-922-0167 or rarmstrong@flymemphis.com.

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

PRIME CONTRACTOR:		SUBCONTRACTOR:	SUBCONTRACTOR:	
SIGNATURE:		SIGNATURE:		
TITLE:	DATE:	TITLE:	DATE:	
00445	ISSUED FOR E	BID		

Page 12

Information on All Firms that Provided Bids or Quotes to:

This requirement applies to all firms, regardless of whether they are subs or primes, regardless of the gender or race of their owners, and regardless of whether they are ultimately chosen to participate in the contract. Please list below the name, address, phone number and contact person for every firm that provided you a bid or a quote on this project – even if you ultimately decided not to use the firm in preparing your final bid. The first line should be used for the **prime contractor** on this project. All sections must be completed to the best of your ability.

MSCAA Proj./Bid No.:	

Name of Firm	Selected? Y/N	Full Address of Firm	Point of Contact	Phone No.	DBE? Y/N	Firm Age	AGRR *
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
						yrs	
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						yrs	

*Footnote:	Please enter	the letter	for the car	tegory that	best identifies	vour annual	gross revenue.
1 00011000	- 10000 0111001		101 1110 011	eggst j tiridit	0000 100011011100	Jour million	510001010100

AGRR = Annual Gross Revenue Ranges:

A = Less than \$500,000 B = \$500,000 - \$1 Million

C = \$1 - \$2 Million

D= \$2 - \$5 Million

E = Over \$5 Million

ISSUED FOR BID 00445
Page 13

DIVISION 0 - SECTION 00490

ADDENDA AND MODIFICATIONS

1. INTERPRETATIONS - ADDENDA AND MODIFICATIONS

- A. If, during the bidding period Bidder finds discrepancies, ambiguities, omissions, or is in doubt as to meaning or intent of Contract Documents, notify the Owner or Engineer not less than seven (7) days prior to Bid Date. All such necessary clarifications, information, interpretations or amendments shall be answered in the form of written addenda to Drawings and Specifications, and shall be issued simultaneously to all holders of complete sets of Documents.
- B. No Addenda will be issued less than two days prior to the Bid opening date. Neither the Owner nor Engineer shall be responsible for oral interpretations or instructions during the bidding period.
- C. All Addenda are incorporated by reference into the Contract. Failure of any Bidder or sub-bidder to receive any addenda shall not relieve the Bidder of any obligation with respect to the Bid.
- D. All Addenda and Modifications to the Contract Documents shall be inserted and indexed in this location behind this page.

END OF SECTION 00490

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DIVISION 0 - SECTION 00605

CERTIFICATE OF SECRETARY

AS TO RESOLUTION ADOPTED BY BOARD OF DIRECTORS

On	
I,	, hereby certify that I am the duly authorized Secretary
of	, charged with keeping the records and the seal of
said Corporation, and that the following is a true an	d correct copy of a resolution adopted at a meeting of the Board
of Directors of the Corporation duly held on	, which resolution
is now in full force and effect.	
RESOLVED, that, (I	President, Vice President) of
is hereby authorized to execute contracts, perfo	ormance bonds and labor materials bonds on behalf of the
Corporation.	
WITNESS my hand as Secretary, and the seal of the	e Corporation this day of, 20
Secretary BEFORE ME, a notary public of the state and count	ry mentioned, personally appeared
	with whom I am personally acquainted, and who, upon oath,
	, and officer authorized to execute
instrument, ofsuch	, the within named bargainor, a corporation, and that
officer, as such	, executed the foregoing instrument for the purposes therein
contained, by personally signing their name of the co	orporation as
WITNESS my hand and seal, at office, this	day of
	Notary Public (SEAL)
	My Commission Expires:

END OF SECTION 00605

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PERFORMANCE BOND

KI	V	\cap	X	J	Δ	. T	L	N.	Æ	N	1	B.	V	Т	T	\mathbf{IE}	C	F	P	P	F	C	F	N	TL	٦,	١.	t1	h	af
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as Principal, hereinafter called Contractor or Principal, and

as Surety, hereinafter called Surety, are held and firmly bound unto

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

hereinafter called Owner, or Obligee, in the amount of _______ Dollars, for the performance whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly, severally, and solidarily, firmly by these presents.

The penal sum of this Performance Bond shall be increased by the amount that the Contract, as herein below defined, is increased during the term of the Performance Bond.

WHEREAS, Principal has entered into a written agreement with the Owner (hereinafter referred to as "Contract") for:

in accordance with Drawings and Specifications prepared and to be prepared by

GARVER

which Contract is by reference incorporated herein and made a part hereof.

WHEREAS, the Surety represents that it possesses an A-VIII rating or higher in the most recent edition of Best Insurance Reports and that Surety is authorized to execute and deliver bonds in the State of Tennessee.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform each and every term, condition, obligation and provision of said Contract, including but not limited to, completion and delivery of the work described in the Contract within the scheduled time as such time may be extended from time to time as permitted in the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety shall within sixty (60) days from notice by Owner to the Surety, either

- 1. Proceed to complete the performance of the Contract timely in accordance with the terms and conditions of the Contract, including but not limited to:
 - (a) The responsibilities of the Principal for completion of the Work, correction of defective Work, warranty Work and payment for the Work; and
 - (b) Payment of liquidated damages specified in the Contract, or
 - 2. Pay to the Owner the amount of its costs and damages, up to the penal sum of this bond, that would be owed by the Principal to the Obligee under the Contract to complete the obligations of the Principal, including any liquidated damages that may be due and any additional legal, design professional or delay costs resulting from the Contractor's default less any remaining contract funds.

The Surety hereby waives notice of any alteration or extension of time made by the Owner. The Surety hereby waives notice of any change in the scope of the Contract.

Any suit under this Performance Bond must be instituted in a court of competent jurisdiction, in Shelby County, Tennessee, and not elsewhere within four (4) years from Substantial Completion as defined in the Contract.

No right of action shall accrue on this bond to or for the use of any person, partnership or corporation other than the Owner or the heirs, executors, administrators, successors or assigns of the Owner.

Notice of claim to the Surety under the	bond shall be sent to the	following address:	
SIGNED AND SEALED this day	of	, 20	
	DDINGIDAI		
	PRINCIPAL		
	TITLE:		
	SURETY		
	TITLE:		
	ADDRESS		
	CITY	STATE	ZIP CODE

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
as Principal, hereinafter called Contractor or Principal, and
as Surety, hereinafter called Surety, are held and firmly bound unto
MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
hereinafter called Owner or Obligee, in the amount of Dollars, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly severally, and solidarily, firmly by these presents.
The penal sum of this Labor and Material Payment Bond shall increase by the amount that the Contract, a herein below defined, is increased during the term of the Labor and Material Payment Bond.
WHEREAS, Principal has entered into a written agreement with the Owner (hereinafter referred to as th "Contract") for:
in accordance with Drawings and Specifications prepared and to be prepared by
GARVER

which Contract is by reference incorporated herein and made a part hereof.

WHEREAS, the Surety represents that it possesses an A--.VIII rating or higher in the most recent edition of Best Insurance Reports and that Surety is authorized to execute and deliver bonds in the State of Tennessee.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully complete the work as defined in the Contract free and clear of all claims, liens and any other contractual, statutory, or legal rights the Claimants, as hereinbelow defined, may have for the payment of amounts owed in connection with or arising out of the Contract ("Claims"); and the Principal shall make prompt payment to all persons having a Claim or lien pursuant to any statute or law of the State of Tennessee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

- 1. A Claimant is defined as one having a contract with the Principal or a subcontractor or supplier of any tier for labor, materials, equipment used or reasonably required for use in the performance of the Contract, labor and materials being construed to include water, power, gas, light, heat, oil, gasoline, or telephone services applicable to the Contract.
- 2. No suit or action shall be commenced by any Claimant:
 - a) After the expiration of two (2) years following the date which Substantial Completion as defined in the Contract is achieved. However, if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b) Other than in a court of competent jurisdiction in Shelby County, Tennessee, and not elsewhere.

- 3. Upon written notice to Surety from the Owner, Surety shall, within forty-five (45) days after receipt of said notice, pay or cause to be paid all Claims made or if the Surety contests in good faith the validity of any Claim, the Surety shall, within forty-five (45) days after receipt of said notice, cause bonds to be posted in an amount and form acceptable to Obligee to bond off such Claims. Surety shall indemnify, defend and hold Obligee harmless from any such Claims together with any and all attorney's fees, costs and expenses or liability in any manner arising out of or in connection therewith.
- 4. The Surety hereby waives notice of any alteration or extension of time made by the Owner. The Surety hereby also waives notice of any changes in the scope of the Contract, including changes to the contract amount.

Notice of claim to the Surety under the bond shall be	sent to the following	g address.	
SIGNED AND SEALED this the day of	, 20	0	
	PRINCIPAL		
	TITLE:		
	SURETY		
	TITLE:		
	ADDRESS		
	CITY	STATE	ZIP CODE



MEMPHIS INTERNATIONAL AIRPORT

APPLICATION FOR PAYMENT NO. ____

	AFF	LICATION FOR PATMENT NO)				
TO: MEMPHIS-SHELBY COU	TO: MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY						
REGARDING CONTRACT FO		CAA PROJECT NO. 22-1458-01 rles Baker Runway Pavement Improvements - Construction					
CONTRACTOR:	CON	TRACTOR					
		FOR WORK ACCOMPLISHED FRO	M TO				
STATUS OF CONTRACT:							
ORIGINAL CONTRACT PRICE	E:			\$0.00			
APPROVED CONTRACT AMI	ENDMENTS:						
	No. 1 Approved No. 2 Approved No. 3 Approved No. 4 Approved No. 5 Approved No. 6 Approved	MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY Total time extension:	Adds	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
	TOTAL AMENDE	D CONTRACT PRICE		<u>\$0.00</u>			
NOTICE TO PROCEED DATE ORIGINAL COMPLETION DA		TOTAL INSTALLED TO DATE previously installed to date this application installed	\$0.00 <u>\$0.00</u>	\$0.00			
AMENDED COMPLETION DA	TE:	plus STORED MATERIALS		40.00			
REMARKS:		previously stored materials this application stored materials	\$0.00 <u>\$0.00</u>	<u>\$0.00</u>			
		less PREVIOUSLY CERTIFIED FOR PAYME	ENT	\$0.00			
		equals AMOUNT DUE THIS APPLICATION		\$0.00			
CONTRACTOR'S CERTIFICA	TION:						
referred to above have been appropriate Payment number 0 through this Application for Payment with	oplied to discharge inclusive; and (2) Il pass to Owner at	revious progress payments received from Owne in full all obligations of Contractor incurred in co title to all materials and equipment incorporate time of payment free and clear of all liens, clail Progress status is as described in schedule und	onnection with Work covered by prior Applic d in said Work or otherwise listed in or cover ms, security interests and encumbrances (e)	ation for ed by			
Dated: MM/DD/YYYY			CONTRACTOR:				
State of: Tennessee			Contractor				
County of: Shelby			BY: Signatory				
Subscribed and sworn to be	fore me this	day of, <u>YYYY</u> .	Title				
Notary Public:			My Commission Expires:				
PROGRAM MANAGER'S REC	COMMENDATION:						
Payment of the above AMOUN	IT DUE THIS APPL	ICATION to CONTRACTOR is recommended.					
DATED:			BY:				
			Program Manager Signatory Title				

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DIVISION 0 - SECTION 00640

Business Diversity Monthly Compliance Report

MSC.	AA Project. N	Name and Nu		les Baker Run 458-01)	way Pavement Im	provements - Co Date:		
То:	Attn: ReGi	chelby Count ina Armstror hester Rd., S ΓΝ 38116-3	ng te. 113	ithority Froi	Address: Ph:	r & Ethnicity: _		
				_, I certify tha	at the current paym	nent for this cont	ract was s	atisfied by
Name Pho	eans shown be, Address, & ne No. of All contractors	Company Code	Current Payment Amt.	Check No.	Total for Calendar Year	Cumulative Total to Date	Gender	Ethnicity
PL	EASE PRO	VIDE PRO	OF OF YOU	R PAYMEN	T AMOUNT TO	YOUR SUB C	ONTRAC	TORS.
Signe	d:				Title: _			
Gende	<u>r Code</u> : M=Ma	ıle, F =Female	Proof o	of Payments: Co	py of Check, or Copy	of E-Payment Conf	irmation	
					Majority Owner Con ving a personal net w			rship,
<u>Ethnic</u>		lack, H =Hispar	nic, N =Native A	American, AA =A	Asian American, APA			-Sub

Issued for Bid 00640

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00640 Issued for Bid

DIVISION 0 – SECTION 00662

WAGE AND LABOR PROVISIONS - TENNESSEE PREVAILING WAGE RATES

GENERAL DECISION NUMBER: TN20240147 01/05/2024

Superseded General Decision Number: TN20230147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	Executive Order 14026
into on or after January 30,	generally applies to the contract.
2022, or the contract is	The contractor must pay all covered workers at
renewed or extended (e.g., an	least \$17.20 per hour (or the applicable wage rate
option is exercised) on or	listed on this wage
after January 30, 2022:	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.
	Contract iii 2024.
If the control type arroaded on	Evacutive Order 12659
If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.90 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
1	hours spent performing on
	that contract in 2024.

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

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

Modification Number Publication Date

0 01/05/2024

SUTN2016-001 07/13/2016

Rates Fringes \$ 14.26 ** BRICKLAYER..... CARPENTER..... \$ 17.52 CEMENT MASON/CONCRETE FINISHER...\$ 15.55 ** ELECTRICIAN.....\$ 24.08 IRONWORKER Reinforcing......\$ 16.29 ** Structural.....\$ 16.89 ** LABORER Common/Unskilled...... \$ 13.11 ** Skilled Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer (less than 1 yd), Concrete Rubber, Edger, Fence Erector, Form Setter (steel), Guard Rail Erector, Mechanic's Tender (tire changer or oiler), Mortar Mixer, Nozzleman or Gun Operator (gunite), Pipelayer, Sign Erector.....\$ 15.27 ** PAINTER (INCLUDES SANDBLASTER)...\$ 26.36 POWER EQUIPMENT OPERATOR: GROUP 1 Backhoe/Hydraulic Excavator (3/4 yd & over), Crane (less than 20 Tons), End Loader (3 yd & over), Motor Patrol (finish), Piledriver, Dragline.....\$ 19.14 **GROUP 1A** Drill Operator (Caisson)...\$ 25.26 Farm Tractor Operator (Power Broom).....\$ 13.50 ** GROUP 2 Backhoe/Hydraulic Excavator (less than 3/4 yd), Bulldozer or Push Dozer, End Loader (less than 3 yd), Motor Patrol (rough), Tractor

00662

ISSUED FOR BID

Page 2

(crawler/utility), Truck Driver (Heavy Duty, Off Road) Scraper, Shovel, or Trenching Machine......\$ 17.08 ** GROUP 3 Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (selfpropelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal).....\$ 17.75 **GROUP 4** Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction selfpropelled), Soil Stabilization Machine, Tractor (boom and hoist). Bituminous Distributor Machine, pump, Track Drill, Striping Machine....\$ 16.48 ** Heavy Duty Mechanic......\$ 20.33 Light Duty Mechanic......\$ 19.53 Sweeping Machine (Vacuum) Operator.....\$ 15.56 ** **GROUP 5** Crane (over 20 Tons)......\$ 20.44 TRUCK DRIVER

2 axles.....\$ 15.36 ** 3-4 axles.....\$ 14.86 ** 5 or more axles......\$ 16.27 **

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including

their agencies, are a party.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next

00662

number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

END OF SECTION 00661

DIVISION 0 - SECTION 00765

SUPPLEMENTAL PROVISIONS

00765-01 CONTRACTOR'S FIELD OFFICE

A Contractor's field office **is not** required for this project. Contractor shall keep on file at the project site copies of contract drawings, shop drawings, specifications, and other records pertaining to the project, in good condition, and readily accessible to the Contractor, Owner, Engineer, and all parties concerned.

00765-02 PROTECTION OF PERSONS AND PROPERTY

00765-02.1 The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the job site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

00765-02.2 All Work, whether performed by the Contractor, its Subcontractors or Sub-Subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

00765-02.3 The Contractor shall designate a responsible member of its organization at the Job site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with the Contract Documents and to prevent accidents. This person shall have enforcement authority and be responsible for carrying out the relevant duties and be designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-Subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer representative in the performance of their duties as aforesaid.

00765-02.4 Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

00765-02.5 The Contractor shall provide to each worker on the job site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for their failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.

00765-02.6 The Contractor shall indemnify the Owner, from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, its Subcontractors or Sub-Subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of the Contract. The Contractor shall not be relieved of its responsibilities under the Contract, should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Construction Contract, in any manner whatsoever.

00765-02.7 The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner, its designated agents, and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards. The Owner may, but shall not be required to, make periodic patrols of the job site as a part of its normal security program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities.

END OF SECTION 00765

DIVISION 0 - SECTION 00801

AIRPORT CONSTRUCTION SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This section contains the minimum level of safety requirements for construction projects at Memphis International Airport, General DeWitt Spain Airport, and/or Charles W. Baker Airport.
- B. Related work:
 - 1. Other contract documents affecting construction safety include, but are not limited to, the DIVISION 0 AND DIVISION 1 specifications.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 CONTRACTOR PERSONNEL SAFETY ORIENTATION

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

3.02 SCHEDULING WORK

- A. See Specification section 01100, SEQUENCE OF CONSTRUCTION & LIQUIDATED DAMAGES.
- B. See General Provision Section 80, Paragraph 80-04, Limitation of Operations.

3.03 CONSTRUCTION SECURITY

A. See Specification section 00802, AIRPORT SECURITY REQUIREMENTS.

3.04 LIMITATION ON CONSTRUCTION

- A. The limits of construction, material storage areas, equipment parking and other areas defined as available for the contractor's exclusive use during construction shall be identified and defined by the contractor prior to starting work on the project. Temporary barricades, flagging and flashing caution lights may be required at access points, taxiway crossings and pavement tie-ins. The type markings, barricades and flashing caution lights are designated on the construction plans and must be inspected and approved by the Airport Authority.
- B. The Contractor shall store all materials and park construction equipment, when not in use only in the areas designated on the plans or during the pre-construction conference.
- C. Stockpiling of dirt and construction materials shall be constrained in a manner preventing movement resulting from jet blast or wind in excess of 10 knots.
- D. Construction debris, waste, wrappings or loose material capable of causing damage to aircraft

- engines, propellers, or landing gear shall not be allowed on active aircraft movement areas. Material meeting this criteria shall be contained and removed immediately from the AOA.
- E. Open flame, welding, or torch cutting operations are prohibited in the construction area unless written permission has been given by the Airport Authority and adequate fire and safety precautions have been taken.
- F. The use or possession of explosives is prohibited on Airport property.
- G. Extensive stockpiles of construction materials will not be permitted near runway ends, runway edges, taxiways or aircraft parking aprons.
- H. Excavation and open trenches may be permitted within runway safety areas and up to the edge of structural pavement on taxiways and aprons, on a case-by-case basis, i.e. cable trenches, pavement tie-ins, etc.; but only with prior approval of the Owner and, where required, the FAA.
- I. Hazardous areas, into which no part of an aircraft may enter, (i.e., excavations, open trenches, material stockpiles, etc.) must be permanently delineated by use of barricades with alternate orange and white markings. The barricades are to be supplemented with orange flags (20x20 inch minimum) made and installed so that they are always in the extended position and properly oriented. For nighttime use, the barricades are supplemented with flashing red lights. Light intensity and barricade spacing must adequately delineate the hazardous area. Flare pots are prohibited.

<u>Note:</u> The Contractor shall designate an individual by name who is on call 24 hours per day for emergency maintenance of airport hazard lighting and barricades.

J. FAA approval is required in advance of scheduled operation of any crane or other construction equipment with top elevation exceeding 300 feet mean sea level or that will penetrate any navigable surface as defined under FAR PART 77. Advance notification of intended use will be provided by the Owner well in advance of intended use.

3.06 CONSTRUCTION VEHICLE TRAFFIC

- A. Access to the construction site is as shown on the plans or as directed by the Owner. No other access point is authorized unless designated in writing by the Airport Authority. Construction traffic will operate only on designated haul routes within the construction area limits.
- B. Drivers of construction vehicles will be knowledgeable of construction routes or will be escorted by other Contractor or Owner designated personnel who are knowledgeable.
- C. The Contractor will be responsible for traffic control in the various construction areas of the work site. The Contractor will not permit unauthorized personnel or vehicles on the construction site.
- D. The Contractor shall be responsible for immediate cleanup of any debris deposited along construction routes, as result of his construction traffic.
- E. Directional signing at the construction access gate and along the delivery route to work site temporary storage areas shall be as designated and approved by the Owner.
- F. Construction vehicle identification shall be as prescribed in Specification Section 00802, AIRPORT SECURITY REQUIREMENTS.
- G. No construction vehicle is authorized on any active AOA pavement surface or to enter runway safety areas without specific authorization from the Owner.

3.07 REPORTING PROPERTY DAMAGE OR PERSONNEL INJURY

A. All persons involved in any accident whether personal injury, aircraft or automotive, occurring on Airport property, shall make a full report to the Airport Police (922-8298) as soon after the accident as possible. The report shall include, but not be limited to, the names, addresses of all principals and witnesses, if known, and a statement of the facts. Construction accidents fall under this category.

B. In the event of personnel injury, call 911.

END OF SECTION 00801

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DIVISION 0 – SECTION 00802

AIRPORT SECURITY REQUIREMENTS

PART 1 GENERAL

1.01 CONTRACTORS SECURITY AND VEHICLE PROCEDURES OVERVIEW

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

1.02 **DEFINITIONS**

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

M. **Unescorted Identification Badge** - pictured identification badge issued by the Airport Authority, which allows bearer to enter Airport Restricted Areas where there is a job related need.

N. Vehicle Escort - means the following of an authorized escort vehicle into the Airport Restricted Areas.

PART 2 PRODUCTS

(No products are required in this Section.)

PART 3 EXECUTION

3.01 AMENDMENTS AND SPECIAL NOTICES

- A. The Contractor will be bound by any future amendments, additions, deletions, or corrections of the Airport Rules and Regulations promulgated by the Airport Authority, as dictated by changes in Federal Transportation Security Administration (TSA) regulations, as dictated by changes in Federal Aviation Administration (FAA) regulations, or safety requirements at Memphis International Airport or any airport owned and operated by Memphis-Shelby County Airport Authority.
- B. Special regulations, notices, memoranda, or directions of an operations nature of interest to persons engaged in business with the Airport Authority, as generated by the Director, shall be issued under the authority of the Airport Regulations and shall have the same effect as the Airport Rules and Regulations.
- C. The Director is authorized to interpret and construe these regulations wherever necessary, either by directions of general or specific application, and his interpretation and construction should be deemed a part of the regulations and binding upon all persons.

3.02 ENFORCEMENT AND COMPLIANCE WITH AIRPORT REGULATIONS

- A. The uniformed Airport Police Officers of the Airport Authority and other representatives as designated by the Director are empowered to require compliance with Airport Rules and Regulations, ordinances of the City of Memphis, laws of the State of Tennessee, and federal rules and regulations. No authority is either hereby expressed or implied, however, that would permit any individual other than the Director to change, alter, or amend Airport Rules and Regulations.
- B. It shall be unlawful for any person to do or commit any act forbidden herein or fail to perform any act required by Airport Rules and Regulations.

3.03 SCOPE

- A. All users of and persons on Airport property shall be governed by the Airport Rules and Regulations and directions of the Director. Airport Rules and Regulations are subject to change by the Airport Authority Board of Directors at any time.
- B. Airport Rules and Regulations are not intended to amend, modify or supersede federal, state, or local laws or regulations.
- C. If any portion of the Airport Rules and Regulations shall be invalid or unenforceable, all other portions shall remain in effect and be construed to achieve the purposes hereof.

3.04 IDENTIFICATION REQUIREMENTS

A. Identification badges are not required on this project.

3.05 VEHICLE PARKING AND OPERATION

A. General.

- All streets on the Airport shall have the status of dedicated city streets for the purpose of traffic enforcement.
- 2. Motor vehicles operated on the public roadways and parking lots of the Airport shall be governed by the traffic ordinance of the city and state laws applicable and, in addition thereto, the following regulations shall be applicable.
- B. Traffic Rules and Regulations in the Air Operations Area.
 - 1. The driver of any motor vehicle operating within the Airport boundary shall comply with the lawful orders, signals or directives of Airport Police Officers.
 - All drivers operating motor vehicles within the Airport boundary must possess a valid state driver's license.
 - 3. Riding on trailer hitches, fenders, or on any portion of a vehicle not equipped with proper seats, running boards, or handholds is prohibited. Standing up in a moving motor vehicle, riding outside of a moving motor vehicle, or riding with arms or legs protruding from the body of the vehicle is prohibited.
 - 4. All vehicle lights shall be lighted during the hours of darkness or during the time of reduced visibility when said vehicle is being operated in the restricted area.
 - 5. No person shall operate any motorized vehicle when vision is restricted due to the load being carried, or for any other reason.
 - 6. No person under the influence of alcoholic beverages or narcotic drugs shall operate any motor vehicle or motorized equipment on the Airport.
 - It shall be the responsibility of the operator to ascertain that the vehicle is in good operating condition. Operators are required to check proper operation of the vehicle's brakes before commencing any operation on airport.
 - 8. Vehicles dripping oil, gasoline, water, or debris of any kind, shall be restricted.
 - 9. Pedestrians and aircraft shall at all times have right-of-way over vehicular traffic. All vehicles must pass to the rear of taxiing aircraft.

C. Radio Equipment.

- 1. All vehicles operating in the aircraft movement area must be equipped with a two-way radio and, when the movement area is being controlled, be in continuous communication with the Control Tower, unless being escorted by authorized escort vehicle.
- 2. The installation of two-way radios does not permit the operation of vehicles on the Airport without proper authorization of the Director.

D. Contractor Employee Parking.

1. Employee parking is not available on the job site. The Contractor must provide for remote parking for employees and transport them to the job site.

E. Authorized Contractor Vehicles.

- 1. Unless otherwise authorized, the Contractor and each subcontractor shall be permitted to have no more than one (1) vehicle per trade on the job site. All Contractor vehicles authorized access to Airport restricted areas shall be:
 - a. Owned or hired by the Contractor or subcontractor;
 - b. Insured under company policy;
 - c. On a pre-approved list; and
 - d. Marked in accordance with Airport regulations.
- 2. Passenger type vehicles, including pickup trucks, must have the company name displayed on each front door of the vehicle. The company name must be readable, but at a minimum (the letter size shall be 4.5"). The vehicle must display the appropriate Airport registration decal. Specialized equipment such as bulldozers, cranes, etc., will be exempted from this requirement.
- 3. Cranes used during daylight hours shall have a red flag affixed to the top of boom. Cranes shall have a red obstruction light on the top of boom when used at night. Crane booms shall not be left erect when not in use or following end of workday.

F. Emergency Vehicles and Conditions.

- 1. Any person operating a motor vehicle on the air operations area shall immediately yield the right-of-way to the police, ambulance, fire department, or other emergency vehicle giving an audible or visual signal or as otherwise directed by an Airport law enforcement officer or fire/rescue department personnel.
- 2. Emergency conditions existing on the air operations area will not mitigate or cancel existing regulations for non-emergency vehicles in areas not affected by the emergency.
- 3. Under emergency conditions such as an aircraft accident or fire, access to the scene is denied to all vehicles or persons except those whose duties require their presence. Permits and licensing shall be rendered invalid in the area of emergency conditions and the Airport Authority shall determine when normal operations may be resumed.

G. Passing Aircraft.

1. All vehicles shall pass to the rear of taxiing aircraft and shall pass no nearer than 200 feet horizontal distance.

H. Passenger Concourse.

- 1. No motorized vehicles or carts of any type shall be used in any concourse or terminal lobby unless approved by the Director.
- 2. No vehicle or motorized equipment shall be driven under concourses except at authorized vehicle pass-throughs designated by the Director.

I. AOA Driving Lanes.

1. Vehicles on the aircraft parking apron at the terminal and air cargo buildings shall be operated within the marked driving lanes and in compliance with marked traffic control signs except for the following:

- a. Authorized vehicles engaged in parking apron repair and inspection; and
- b. Vehicles exceeding a width of 12 feet which shall follow marked lanes as closely as possible.
- 2. Vehicles shall enter and exit designated driving lanes at a point nearest to the origin and destination.
- 3. No vehicles or equipment shall be parked in a manner as to obstruct any portion of the driving lanes.

J. Taxiing Aircraft.

1. Vehicles shall yield to taxiing aircraft or aircraft under tow.

K. Speed Limits.

- 1. No person shall operate a motor vehicle or other motorized equipment at a speed greater than the following:
 - a. Five miles per hour in designated drives under the terminal;
 - b. Fifteen miles per hour on paved service roads in the vicinity of the terminal and air cargo buildings; or
 - c. Twenty-five miles per hour on all aprons or ramps unless the area has an otherwise posted speed limit.
 - d. Fifteen miles per hour on all aprons or ramps at General DeWitt Spain Airport and Charles W. Baker Airport unless the area has an otherwise posted speed limit.

L. Inspection of Vehicles.

- 1. Contractors authorized to operate vehicles on the air operations area shall be responsible for ensuring that each motor vehicle is inspected at least each 12 months by a qualified mechanic, is in good mechanical condition and has all the required safety equipment.
- 2. The Contractor shall remove from service any vehicle, which, in the opinion of the Director, is defective and in need of repair and said vehicle will not be returned to service until properly repaired.

M. Violations of Restricted Area Traffic Regulations.

- 1. The penalties for a violation of restricted area traffic regulations shall be as follows:
 - a. First offense within any 12-month period: retraining;
 - b. Second offense within any 12 month period: retraining and fine not to exceed \$50.00:
 - c. Third offense within any 12 month period: retraining and fine not to exceed \$100.00; and
 - d. Fourth offense within any 12 month period: revocation of privilege to drive in restricted area (unescorted or escorted).

2. The above set penalties do not negate the right of the Airport Authority to immediately revoke driving privileges, dependent upon the seriousness of the violation.

N. Vehicle Registration.

- 1. The Contractor shall list all construction vehicles requiring passage through the access gate on the "AOA Access Decal Request Form," which will be provided upon request.
- 2. Each vehicle approved will be issued a windshield decal, which must be affixed to the driver's side of the windshield. This decal is not transferable. Only those vehicles so marked will be allowed through the access gate with the following exceptions:
 - a. dump trucks;
 - b. concrete trucks:
 - c. vehicles making deliveries; and
 - d. cranes, tracter, etc.

O. Delivery Vehicles.

1. Each day the Contractor shall give the access gate guard a written list of deliveries expected. No delivery will be cleared into the restricted area unless it is on the list or the construction supervisor is contacted for clearance.

3.06 GENERAL INFORMATION

- Access to Public Facilities.
 - 1. Contractor employees are not authorized to use public facilities, (i.e., rest rooms, eating facilities, boarding gate hold rooms or other public areas of the terminal), except as specifically authorized by the Airport Authority and as necessary for access to job site.
 - 2. Contractors shall provide adequate rest room and break facilities within the job site and staging areas as appropriate.
 - 3. All public areas authorized for use by the Contractor's employees are to be kept in a clean and sanitary manner, free of all construction debris.

B. Accident Reports.

- All persons involved in any accident whether personal injury, aircraft or automotive, occurring on Airport property, shall make a full report to the Airport Police (922-8298) as soon after the accident as possible. The report shall include, but not be limited to, the names, addresses of all principals and witnesses, if known, and a statement of the facts. Construction accidents fall under this category
- 2. To request paramedics call 911.
- C. Airport Rules and Regulations.
 - 1. The Contractor shall conform to the "Memphis-Shelby County Airport Authority Rules and Regulations."
 - 2. The Contractor shall conform to "Memphis-Shelby County Airport Authority's Air Operations Area Rules and Regulations and its Airport Security Program."

- D. Alcoholic Beverages and Narcotic Drugs.
 - 1. No person shall have any alcoholic beverages or narcotic drugs on Airport property.

E. Damages.

1. Contractors shall be fully responsible for all damages to buildings, equipment, real property and appurtenances in the ownerships or custody of the Airport Authority caused by negligence, abuse or carelessness on the part of their employees, agents, customers, visitors, suppliers or persons with whom they do business.

F. Disorderly Conduct.

- 1. No person shall commit any disorderly, obscene or indecent act nor commit any nuisance.
- 2. Abusive behavior by Contractor supervisors or their employees will not be tolerated.

G. Debris and Cleanup.

- 1. No person shall dispose of any garbage, trash, refuse or any other material on the Airport except in the receptacles provided for that purpose.
- 2. No person shall dispose of any fill or building materials or any other materials on Airport property except in such areas as are specifically designated by the Director.
- 3. Contractors are responsible for the cleanliness of the job site and access to the job site as appropriate. All Contractors must establish an active ongoing program to eliminate any foreign objects which may cause damage to aircraft or cause personal injury to other persons. Contractors must pay particular attention to haul routes used to and from the job site to clean up any debris which may be tracked onto or dropped on the air operations area. Contractor will immediately remove such debris to eliminate the hazard. END OF THE WORKDAY CLEANUP WILL NOT SUFFICE. Cleanup shall be done to the satisfaction of the Airport Authority. All Active taxiway crossings and work areas adjacent to the taxiways shall be kept clean.
- 4. If it should become necessary for the Airport Authority to remove debris left by a Contractor, the Contractor shall be billed at 2 1/2 times the actual cost of the cleanup or a minimum of \$250 per trip whichever is greater.

H. Firearms and Explosives.

1. No person shall have any firearm, explosive or incendiary device on or about their person or accessible property while on Airport property.

I. Fire Equipment.

- 1. All Contractors shall supply and maintain adequate and readily accessible fire extinguishers for the particular hazard involved as directed by the Airport Authority or the Fire Marshal. All fire apparatus shall be maintained in first class operable condition.
- 2. The Contractor shall maintain the following items on site:
 - a. Two-pound dry chemical extinguisher, or
 - b. Four-pound carbon dioxide extinguisher.

3. Carbon tetrachloride chlorobromethene or other vaporizing liquid extinguishers are not permitted inside buildings due to their high toxicity unless approved in writing by the Fire Marshal.

J. Gambling.

1. No person shall conduct gambling in any form or operate gambling devices anywhere on Airport property.

K. Hazards.

- 1. No person shall use flammable volatile liquids having a flash point of less than 100°F in cleaning of parts, appliances, or for any other purpose unless such operations are conducted in the open air not within 50 feet of an aircraft, away from structures and equipment or in properly ventilated, approved paint booths.
- 2. No person shall keep or store any flammable liquids, gases, oil, oil wastes, flares, paints, or other similar material in any building within the Airport boundary except that such materials may be kept in specially provided rooms or receptacles approved by the Fire Marshal.
- 3. Contractors shall provide suitable metal receptacles with covers for the storage of wastes, rags, or other rubbish.
- 4. No person shall start any open fires of any type, including flare posts, torches or fires in containers formerly used for oil, paint, or similar materials on any part of an Airport without permission of the Director.

L. Picketing and Public Demonstrations.

1. Subject to applicable federal, state and local regulations and laws, no persons shall walk in a picket line as a picketer or take part in any labor or other public demonstration on any Airport property or facilities therein except in those places which may be specifically assigned for use of such picket lines or other public demonstration by the Director.

M. Restricted Areas.

- 1. No persons shall enter any area posted as being restricted or closed to the public except for the following:
 - a. Persons assigned to duty therein;
 - b. Persons authorized by the Director; or
 - c. Persons under contractual agreement with the Airport Authority or tenants of the Airport Authority.
- 2. All persons in restricted areas of Memphis International Airport must be duly authorized and must have displayed on their person an official identification badge which will clearly establish the individual by name, contractor affiliation, and construction project completion date.
- 3. The identification badge must be worn on the outermost garment above the waist except in those cases where there exists an overriding safety consideration approved by the FAA.

N. Signs on the Airport.

 Signs may not be installed in public view on the Airport without prior approval of the Airport Authority. Proposals should be documented and submitted to the Airport Authority with an accompanying sketch depicting the general appearance and location of the desired sign, and the name and telephone number of an individual to contact.

O. Smoking.

1. Smoking cigarettes, cigars, pipes, and electronic cigarettes is prohibited in all hangars, buildings, rooms, terminals, and aprons of the Airport unless posted as a designated smoking area. This regulation applies to all public and non-public areas including restaurants, bars, lounges, and tenant leased areas except as expressly authorized in writing by the President. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in or on any fuel storage areas, Air Operations Area, public aircraft parking and storage area, in any other place where smoking is specifically prohibited by signs or upon any open space within 50 feet of any fuel carrier which is not in motion. Smoking by tank vehicle drivers, helpers, repairmen, or other personnel is prohibited while they are driving, making deliveries, filling or making repairs to tank vehicles. No person shall smoke or permit any open flame within 100 feet of any aircraft undergoing fuel service or within at least 50 feet of any hangar or building.

P. Storage of Equipment.

1. Contractors shall store or stock material or equipment in a neat and orderly manner and in a manner not to constitute a hazard to personnel or property.

Q. Trash Containers.

1. Areas to be used for trash and garbage containers shall be designated by the Director and no other areas shall be used. Only trash containers approved by the Director shall be used by contractors for the collection of trash and garbage. The placement of trash or garbage outside approved containers is strictly prohibited.

R. Utilities.

- 1. The following instructions must be adhered to without exception:
 - a. No contractor or employee for any craft shall turn off any utilities without contacting the Airport Authority. This includes water, electrical and HVAC;
 - b. No one shall open any electrical substations, distribution or motor control centers without first notifying the Airport Authority. No branch circuits shall be turned off or on, without obtaining permission from the Airport Authority; and
 - c. No one shall turn off the water or the HVAC or open any drain lines without notifying the Airport Authority.
- All notifications for utility disruption must be made through the Airport Authority and coordinated with as much notice as possible but a minimum of 72 hours prior to scheduled shutoff.
- 3. The Airport Authority has a responsibility to keep the Airport in operation; it is your responsibility to conform to the above instructions. You may contact the Airport Authority.

FOR ANY QUESTIONS CONCERNING SECURITY REGULATIONS CONTACT THE SECURITY COORDINATOR AT 901-922-8146

ISSUED FOR BID

END OF SECTION 00802

EXHIBIT B

GUARD HOUSE SPECIFICATIONS

- 1. No less than 5' x 8'
- 2. Heated, air conditioned and lighted
- 3. Counter or table (minimum size 16" x 36")
- 4. House must have two doors to allow guards to check entering and exiting vehicles.
- 5. Windows on all sides, large enough for guard to observe restricted areas from a seated position.
- 6. Chair with turning radius of 360 degrees, at a height which allows guards to observe restricted areas through windows.
- 7. Trash can (dumping daily responsibility of Contractor)

PORTABLE TOILETS

- 1. Daily cleanliness responsibility of Contractor
- 2. Restricted to guards only. NO CONSTRUCTION PERSONNEL PERMITTED.

PLACEMENT OF GUARD HOUSES AND PORTABLE TOILETS

- 1. Area to be designated by Airport Authority
- 2. Clear Accessibility (paved or gravel)

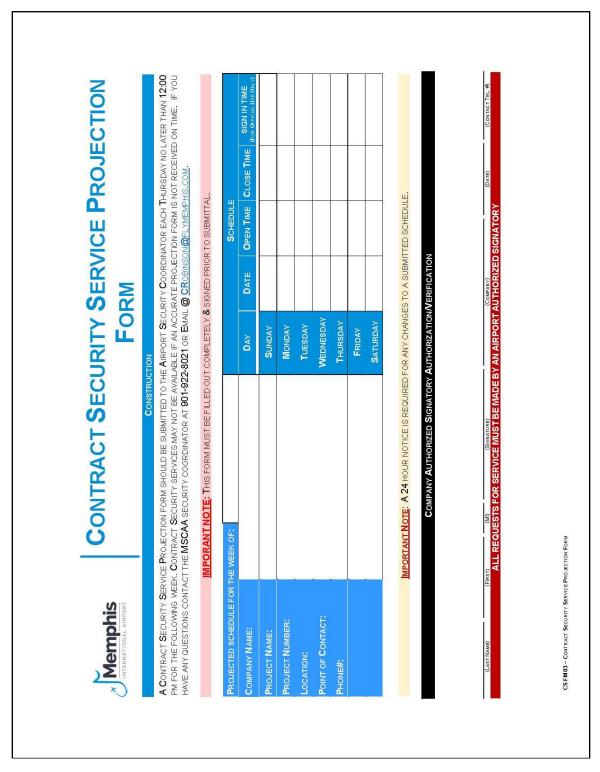
The Contractor is responsible for supplying and maintaining power source for the guard houses. The contractor is also responsible for maintaining the heating and cooling of same.

END OF EXHIBIT B

02/12/24 MSCAA 22-1458-01

EXHIBIT C

CONTRACT SECURITY SERVICE PROJECTION FORM (.PDF VERSION IS AVAILABLE)



END OF EXHIBIT C

ISSUED FOR BID

Part 1 – General Contract Provisions

Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.
		The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including

Paragraph Number	Term	Definition
		authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental

Paragraph Number	Term	Definition
		agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.
		b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.
		Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

Paragraph Number	Term	Definition
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Memphis-Shelby County Airport Authority.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the

Paragraph Number	Term	Definition
		specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR) / Program Manager	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative. RPR and Program Manager are used interchangeably.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

Paragraph Number	Term	Definition
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	See Section 150 General Provisions Addendum for additional terms.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See specification section 00100, Legal Notice to Bidders.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

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

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

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

See sections C-105, 00405, and 01100 for information on Mobilization.

A Virtual Pre-Bid Meeting will be held Wednesday, February 21, 2024 at 2:30 p.m. local time via phone/video conferencing (link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjQxYWUxY2EtYzMyMy00NWQ0LWExNDMtYmY2MGY1NGZkY2Ri%40thre ad.v2/0?context=%7b%22Tid%22%3a%227d15b138-6f30-4477-b779-756687956003%22%2c%22Oid%22%3a%22c3c4eee2-eefd-4dbe-994e-fa56f2028f8a%22%7d); meeting ID: 259 550 086 559; passcode: ob8aci; local phone #: (872) 242-8851; conference ID: 330 303 152#. Instructions on Pre-Bid Meeting and Site Visit request can be found at https://www.flymemphis.com/rfps-rfqs. Attendance at the Pre-Bid Meeting is strongly recommended.

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

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

- c. Documented record of Contractor default under previous contracts with the Owner.
- **d.** Documented record of unsatisfactory work on previous contracts with the Owner.

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

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

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

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

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

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

- **20-09 Irregular proposals**. Proposals shall be considered irregular for the following reasons:
- **a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- **b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- **f.** If the applicable Disadvantaged Business Enterprise information is incomplete.

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

- **20-10 Bid guarantee**. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.
- **20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.
- **20-12** Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax or email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.
- **20-13 Public opening of proposals**. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.
- **20-14 Disqualification of bidders**. A bidder shall be considered disqualified for any of the following reasons:
- **a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- **b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- **c.** If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.
- **20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven (7) days prior to bid opening.

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

END OF SECTION 20

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Section 30 Award and Execution of Contract

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

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

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

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

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within ninety (90) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

- **30-03** Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.
- **30-04 Return of proposal guaranty**. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.
- **30-05 Requirements of contract bonds**. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.
- **30-06 Execution of contract**. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety

bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within fifteen (15) calendar days from the date mailed or otherwise delivered to the successful bidder.

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

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

END OF SECTION 30

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Section 40 Scope of Work

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

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

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

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

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

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

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

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

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work

that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

- **40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).
- **a.** It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.
- **b.** With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).
- c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.
- **40-06 Removal of existing structures**. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

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

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

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

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

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

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

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

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

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

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

END OF SECTION 40

Section 50 Control of Work

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

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

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

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

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

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

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

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

or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 List of Special Provisions. NOT APPLICABLE

50-05 Cooperation of Contractor. The Contractor shall be supplied with one (1) hard copy or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

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

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

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

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

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

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution

and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

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

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

See Section 01321 for additional surveying requirements.

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

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

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

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

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

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

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

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise

determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

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

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

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

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

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

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

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

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

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

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the

Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

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

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

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

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

END OF SECTION 50

Section 60 Control of Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

60-05 Engineer/ Resident Project Representative (RPR) field office. NOT REQUIRED

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for

the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

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

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

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

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

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

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

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

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

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

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

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

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

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

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

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

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

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheets G-PH-01 to G-PH-05 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the

Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

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

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

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

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

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

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

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

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

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

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

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

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

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

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

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

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

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

70-15.1 FAA facilities and cable runs. 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 FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

- **b.** The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of 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 execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.
- **d.** Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.
- e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA 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 FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, 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 by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.
- **70-18 No waiver of legal rights**. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

- **70-19 Environmental protection**. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.
- **70-20** Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

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

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

70-21 Insurance Requirements. See Article 19 of Section 00500 Construction Contract.

END OF SECTION 70

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Section 80 Execution and Progress

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

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

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

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

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

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

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

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

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

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a 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.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and 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 satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, 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: N/A

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

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

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

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

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

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

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

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

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

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

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

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

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

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating

the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

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

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

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

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

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

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 paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

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 wavier 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 their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- **b.** Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- **c.** Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
 - **d.** Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

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

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 RPR, or their authorized representatives, using United States Customary Units of Measurement.

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

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

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

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

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

Measurement and Payment Terms

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

Term	Description	
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.	
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.	
Cement	Cement will be measured by the ton (kg) or hundredweight (km).	
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.	
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.	
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.	
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerance in cited specifications, manufacturing tolerances established by the industries involved will be accepted.	
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.	
	Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the	

Term	Description	
	scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.	
In the event inspection reveals the scales have been "overweighing" (in more than correct weight) they will be immediately adjusted. All mate received subsequent to the last previous correct weighting-accuracy test reduced by the percentage of error in excess of 0.5%.		
	In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.	
	Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.	
	Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.	
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.	
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .	
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.	

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

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

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

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

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

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

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

- **90-05 Payment for extra work**. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.
- **90-06 Partial payments**. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.
- a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.
- b. 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. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

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

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

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

- **90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:
- **a.** The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- **b.** The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- **c.** The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- **d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- **e.** The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

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

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

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

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

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

90-10 Construction warranty.

- **a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- **b.** This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

See technical specifications for additional equipment with extended warranties.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

- **e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- **f.** If the Contractor fails to remedy any failure, defect, or damage within fourteen 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- **g.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.
- **h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.
- **90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:
- **a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- **b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
 - c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
 - d. Complete all punch list items identified during the Final Inspection.
 - e. Provide complete release of all claims for labor and material arising out of the Contract.
- **f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
 - g. When applicable per state requirements, return copies of sales tax completion forms.
 - **h.** Manufacturer's certifications for all items incorporated in the work.
 - i. All required record drawings, as-built drawings or as-constructed drawings.
 - **i.** Project Operation and Maintenance (O&M) Manual(s).
 - k. Security for Construction Warranty.
 - **l.** Equipment commissioning documentation submitted, if required.

See Section 01770 for additional closeout procedures.

END OF SECTION 90

Part 1 – General Contract Provisions

Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.
		The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including

Paragraph Number	Term	Definition
		authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental

Paragraph Number	Term	Definition
		agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.
		b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.
		Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

Paragraph Number	Term	Definition
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Memphis-Shelby County Airport Authority.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the

Paragraph Number	Term	Definition
		specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR) / Program Manager	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative. RPR and Program Manager are used interchangeably.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

Paragraph Number	Term	Definition
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	See Section 150 General Provisions Addendum for additional terms.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See specification section 00100, Legal Notice to Bidders.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

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

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

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

See sections C-105, 00405, and 01100 for information on Mobilization.

A Virtual Pre-Bid Meeting will be held Wednesday, February 21, 2024 at 2:30 p.m. local time via phone/video conferencing (link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjQxYWUxY2EtYzMyMy00NWQ0LWExNDMtYmY2MGY1NGZkY2Ri%40thre ad.v2/0?context=%7b%22Tid%22%3a%227d15b138-6f30-4477-b779-756687956003%22%2c%22Oid%22%3a%22c3c4eee2-eefd-4dbe-994e-fa56f2028f8a%22%7d); meeting ID: 259 550 086 559; passcode: ob8aci; local phone #: (872) 242-8851; conference ID: 330 303 152#. Instructions on Pre-Bid Meeting and Site Visit request can be found at https://www.flymemphis.com/rfps-rfqs. Attendance at the Pre-Bid Meeting is strongly recommended.

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

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

- c. Documented record of Contractor default under previous contracts with the Owner.
- **d.** Documented record of unsatisfactory work on previous contracts with the Owner.

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

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

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

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

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

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

- **20-09 Irregular proposals**. Proposals shall be considered irregular for the following reasons:
- **a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- **b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- **f.** If the applicable Disadvantaged Business Enterprise information is incomplete.

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

- **20-10 Bid guarantee**. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.
- **20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.
- **20-12** Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax or email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.
- **20-13 Public opening of proposals**. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.
- **20-14 Disqualification of bidders**. A bidder shall be considered disqualified for any of the following reasons:
- **a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- **b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- **c.** If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.
- **20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven (7) days prior to bid opening.

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

END OF SECTION 20

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Section 30 Award and Execution of Contract

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

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

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

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

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within ninety (90) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

- **30-03** Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.
- **30-04 Return of proposal guaranty**. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.
- **30-05 Requirements of contract bonds**. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.
- **30-06 Execution of contract**. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety

bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within fifteen (15) calendar days from the date mailed or otherwise delivered to the successful bidder.

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

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

END OF SECTION 30

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Section 40 Scope of Work

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

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

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

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

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

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

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

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

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work

that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

- **40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).
- **a.** It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.
- **b.** With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).
- c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.
- **40-06 Removal of existing structures**. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

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

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

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

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

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

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

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

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

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

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

END OF SECTION 40

Section 50 Control of Work

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

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

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

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

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

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

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

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

or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 List of Special Provisions. NOT APPLICABLE

50-05 Cooperation of Contractor. The Contractor shall be supplied with one (1) hard copy or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

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

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

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

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

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

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution

and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

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

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

See Section 01321 for additional surveying requirements.

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

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

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

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

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

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

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

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise

determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

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

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

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

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

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

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

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

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

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

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the

Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

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

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

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

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

END OF SECTION 50

Section 60 Control of Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

60-05 Engineer/ Resident Project Representative (RPR) field office. NOT REQUIRED

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for

the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

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

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

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

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

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

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

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

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

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

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

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

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

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

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

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

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

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheets G-PH-01 to G-PH-05 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the

Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

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

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

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

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

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

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

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

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

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

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

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

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

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

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

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

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

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

70-15.1 FAA facilities and cable runs. 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 FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

- **b.** The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of 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 execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.
- **d.** Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.
- e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA 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 FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, 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 by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.
- **70-18 No waiver of legal rights**. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

- **70-19 Environmental protection**. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.
- **70-20** Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

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

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

70-21 Insurance Requirements. See Article 19 of Section 00500 Construction Contract.

END OF SECTION 70

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Section 80 Execution and Progress

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

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

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

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

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

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

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

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

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

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a 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.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and 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 satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, 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: N/A

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

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

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

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

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

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

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

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

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

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

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

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

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

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating

the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

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

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

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

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

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

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 paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

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 wavier 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 their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- **b.** Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- **c.** Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
 - **d.** Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

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

<u>12/21/2018</u> AC 150/5370-10H

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 RPR, or their authorized representatives, using United States Customary Units of Measurement.

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

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

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

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

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

Measurement and Payment Terms

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

<u>12/21/2018</u> AC 150/5370-10H

Term	Description		
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.		
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.		
Cement	Cement will be measured by the ton (kg) or hundredweight (km).		
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.		
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.		
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.		
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.		
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.		
	Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the		

Term	Description			
	scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.			
	In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.			
	In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.			
	Beams, dials, platforms, and other scale equipment shall be so arranged that to operator and the RPR can safely and conveniently view them.			
	Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.			
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.			
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .			
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.			

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

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

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

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

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

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

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

- **90-05 Payment for extra work**. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.
- **90-06 Partial payments**. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.
- a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.
- b. 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. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

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

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

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

- **90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:
- **a.** The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- **b.** The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- **c.** The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- **d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- **e.** The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

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

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

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

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

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

90-10 Construction warranty.

- **a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- **b.** This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

See technical specifications for additional equipment with extended warranties.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

- **e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- **f.** If the Contractor fails to remedy any failure, defect, or damage within fourteen 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- **g.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.
- **h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.
- **90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:
- **a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- **b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
 - c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
 - d. Complete all punch list items identified during the Final Inspection.
 - e. Provide complete release of all claims for labor and material arising out of the Contract.
- **f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
 - g. When applicable per state requirements, return copies of sales tax completion forms.
 - **h.** Manufacturer's certifications for all items incorporated in the work.
 - i. All required record drawings, as-built drawings or as-constructed drawings.
 - j. Project Operation and Maintenance (O&M) Manual(s).
 - k. Security for Construction Warranty.
 - **l.** Equipment commissioning documentation submitted, if required.

See Section 01770 for additional closeout procedures.

END OF SECTION 90

DIVISION 1 – SECTION 01100

SUMMARY OF THE WORK, SEQUENCE OF CONSTRUCTION & LIQUIDATED DAMAGES

PART 1 GENERAL

Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to Division 0 and Division 1 and other Sections of these Specifications.

1.01 SUMMARY

SUMMARY OF WORK

- A. The "Project," of which the "Work" of this Contract is a part, is titled <u>Charles Baker Runway Pavement Improvements Construction</u>, <u>MSCAA Project 22-1458-01</u>.
- B. The "Work" of this Contract is defined in the Contract Documents to include, but not be limited to, overlay of runway 18/36 at Charles Baker Airport. Work efforts include, but are not necessarily limited to, erosion prevention and sediment control, surface preparation, crack repair, asphalt paving, tack coat, seal coat, pavement markings, electrical work, grading and other efforts as necessary.
- C. Airport Improvement Program Project: The work in this contract is included in an Airport Improvement Program Project (which project is subject to receipt of confirmation of federal funds) which is being undertaken and accomplished by the Owner in accordance with the terms and conditions of an agreement between the Memphis-Shelby County Airport Authority and the United States, under the provision of Title 49, United States Code, herein called Title 49, USC, pursuant to which the United States Government has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States Government is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States Government, by the contract, makes the United States Government a party to this contract.
- E. FAA Inspection and Review: The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.
- F. Subcontracts: The Contractor shall insert in each of his subcontracts the provisions contained in paragraphs C. and D., of this section and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 PROJECT PHASING AND COMPLETION

A. This is a fixed-duration Contract required to be substantially completed within the timeframe listed: if only the base bid is awarded, the contract time will be one hundred and nine (109) calendar days from the Notice to Proceed ("NTP") date. If the base bid plus bid alternate 1 is awarded, the contract time will be one hundred and thirty-four (134) days from the NTP date The project scope of work is as

stated in Paragraphs 1.01 (A) and (B) above. Final Completion of the project shall be within forty-five (45) days of the Substantial Completion Date.

"Substantial Completion" of the project shall be defined as the stage of construction when work is substantially completed and excludes all punch list items, record drawings, O&M manuals, lien waivers, maintenance training, warranties, consent of surety to final payment, and all other required closeout documentation.

"Final Completion" of the project shall be defined as work that is 100% complete including all punch list items, record drawings, O&M manuals, lien waivers, maintenance training, warranties, consent of surety to final payment, and all other required closeout documentation. Final Completion shall include Demobilization.

"Demobilization" shall consist of all activities by the Contractor and subcontractors necessary for 100% completion of the work and final contract closeout as listed above and all cleanup work and operations, including but not limited to, removal of personnel, equipment, contractor-owned stockpiles, supplies, and incidentals from the project site; return of any and all airport-issued security identification badges; cleanup of all offices, buildings, batch plant, staging/lay-down areas, and other facilities; and restoration of all areas to preconstruction condition or better or to other condition as stipulated in the project plans and specifications; completion and delivery to the Owner of all contract closeout documentation and any other documentation request by Owner, including but not limited to, Operations and Maintenance Manuals, Warranties, Final Lien-waivers, Owner Controlled Insurance Program closeout paperwork, DBE paperwork, Final Project Record Documents and finalization of any and all punch list items. The Demobilization lump sum amount becomes fixed and will not change for the duration of contract.

- B. The actual NTP date will be negotiated and mutually agreed by both parties (Owner and Contractor) prior to issuance of the NTP. If mutual agreement cannot be reached between the parties, the Owner reserves the right to establish the actual Notice to Proceed date. The NTP letter will state the date on which the Contractor will begin construction and from which date contract time will be charged. Contractor shall be mobilized and on site ready for work on the date stated in the Notice to Proceed.
- C. "Mobilization" shall consist of all preparatory work and operations needed to begin construction activities on the date mutually agreed including but not limited to, movement of personnel, equipment, stockpiles, supplies and incidentals to the project site; the establishment of all offices, buildings, batch plant, staging/lay-down areas and other facilities necessary for work on the project; all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site, and utility services for all offices, buildings, batch plant, staging/ lay-down areas, and other facilities. The Mobilization lump sum amount becomes fixed and will not change for the duration of contract.
- D. All days are calendar days.
- E. The work site will be available as described on the plans and applicable sections of these specifications. Work is permitted 24 hours per day, 7 days per week except that only non-noise producing activities shall be permitted between 11:00 PM and 6:00 AM, except with prior written approval of the Owner.
- F. The Contractor shall proceed with the work at such rate of progress to ensure full completion within the specified duration. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- G. If the Contractor experiences weather related delays, he shall submit a report documenting the

- weather conditions and delays, if any, experienced during any calendar month.
- H. If the Contractor is prevented from working due to any other legitimate reason he shall notify the Owner in writing as per the Lump Sum Construction Contract of the delay and request a corresponding increase in the number of contract days.
- I. The Owner shall be the sole judge as to whether or not a request for a contract time extension is legitimate.
- J. The Owner reserves the right to adjust limits of construction to accommodate the Owner's requirements for maintenance of Airport Operations and Public Traffic with minimum interruption during the construction of this project. Any required adjustment of limits of construction will be at no additional cost to the Owner.

3.02 LIQUIDATED DAMAGES

- A. The OWNER and the CONTRACTOR recognize that time is an essential element of this contract and that delay in completing this project will result in damages due to public inconvenience, obstruction to aviation and vehicular traffic, interference with businesses both on and off the airport, increased operational costs to airport users, and increased costs to the OWNER associated with engineering services, inspections, testing, and project administration. It is therefore agreed that in view of the difficulty of making a precise determination of such damages, the CONTRACTOR will pay the OWNER, sums of money in the amounts herein stipulated, not as a penalty, but as Liquidated Damages for not meeting the schedule for specific critical Project Milestones.
- B. If the CONTRACTOR fails to deliver equipment or materials, or perform any services within the times and dates specified in this Contract to achieve the established Milestones, or any extensions granted in writing, the CONTRACTOR shall pay to the OWNER as Liquidated Damages, the sums specified in Table 1, below:

Table 1

<u>Milestone</u>	<u>Duration</u>	<u>Liquidated Damages</u>
Phase 1 Runway Closure:	14 days	\$1,000 per calendar day
Phase 1a* Runway Open:	45 days	\$1,000 per calendar day after day 45
Phase 2 (if awarded) Runway open	25 days	\$1,000 per calendar day
Phase 3 Runway Closure:	3 days	\$1,000 per calendar day
Phase 3a* Runway Open:	45 days	\$1,000 per calendar day after day 45
Phase 4 Runway Closure:	2 days	\$1,000 per calendar day
Substantial Completion (base bid)	109 days	\$1,000 per calendar day
Substantial Completion (base bid + add. alt 1)	134 days	\$1,000 per calendar day
Final Completion & Demobilization	45 days	\$500 per calendar day

D. Application of Liquidated Damages is not a Change to the Contract. The application of any Liquidated Damages to one Milestone shall not effect a change in the subsequent Contract Milestone dates or relieve CONTRACTOR of his responsibility to meet all construction schedules. If multiple Milestone dates are missed, Liquidated Damages for more than one Milestone will be imposed concurrently.

- E. If Liquidated Damages are imposed, the OWNER shall deduct the same from any amounts due the CONTRACTOR at the time Liquidated Damages are imposed. If sufficient amounts are not due to the CONTRACTOR to cover such Liquidated Damages, then the OWNER shall invoice the CONTRACTOR for the amounts due to the OWNER. Such invoices shall become due and payable immediately upon receipt by the CONTRACTOR.
- F. Liquidated Damages are in addition to any other damages or penalties which may be assessed and withheld under other provisions of this contract.

3.03 COMPLETION BONUS

NO completion bonus has been budgeted for this project.

END OF SECTION 01100

DIVISION 1 – SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.01 SUMMARY

- A. To provide adequate budget and bonding to cover items not precisely determined by the Owner prior to bidding, allow within the proposed Contract Sum the amounts described in this Section.
- B. Unless stated otherwise herein, all allowances are to be paid as Time and Materials Work per GP-150.
- C. Related Work:
 - 1. Documents affecting Work of this Section include, but are not necessarily limited to, Division 0, Division 1 and other Sections of these Specifications.
 - 2. Other provisions concerning Allowances may be stated in other Sections of these Specifications.
- **1.02 SPECIFIC ALLOWANCES** The following cash allowances are included within this Contract:
 - A. None.

END OF 01210

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DIVISION 1 – SECTION 01230

ALTERNATES

PART 1 GENERAL

1.01 SUMMARY

A. This selection includes identification of each Alternate by number, and describes the basic changes to be incorporated into the Work if a particular Alternate is made a part of the Work by specific provisions in the Agreement between the Owner and the Contractor.

B. Related Work:

- 1. Documents affecting Work of this Section include, but are not necessarily limited to, Division 0, Division 1 and other Sections of these Specifications.
- 2. Materials and methods to be used in the Base Bid and in the Alternates also may be described on the Drawings and/or in pertinent other Sections of these Specifications.
- 3. Method for stating the proposed Contract Sum is shown on the Bid Form.

1.02 SUBMITTALS

- A. All Alternates described in this Section are required to be reflected on the Bid Form as submitted by the Bidder.
- B. Do not submit Alternates other than as described in this Section.

1.03 SELECTION OF ALTERNATES

- A. Immediately after award of the Contract, or as soon thereafter as the Owner has made a decision on which, if any, of the Alternates will be selected, thoroughly and clearly advise necessary personnel and suppliers as to the nature of Alternates selected by the Owner.
- B. If the Owner elects to proceed on the basis of one or more of the described Alternates, make modifications to the Work required in providing the selected Alternate or Alternates to the approval of the Owner and at no additional cost to the Owner except as proposed in the Bid.

1.04 ADVANCE COORDINATION

A. Immediately after award of the Contract, or as soon thereafter as the Owner has made a decision on which, if any, of the Alternates will be selected, thoroughly and clearly advise necessary personnel and suppliers as to the nature of Alternates selected by the Owner.

PART 2 ALTERNATES – The following alternates are included within this Contract:

A. Additive Alternate No. 1 – Demolition and Relocation of Taxiway A2

This alternate is shown on the plans and consists of all efforts as necessary to demolish and construct/ relocate Taxiway A2; including electrical and drainage improvements and pavement markings.

END OF SECTION 01230

DIVISION 1 – SECTION 01250

AMENDMENT PROCEDURE

PART 1 GENERAL

1.01 SUMMARY

A. Make such changes in the Work, in the Contract Price, in the Contract Time, or any combination thereof, as are described in written Amendments signed by the Owner and the Contractor and issued after execution of the Construction Contract, in accordance with the provisions of this Section.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0, Division 1, and other Sections of these Specifications.
- 2. Any proposal for a change in the Work shall include DBE participation consistent with the required DBE percentage for this Contract. If the Contractor is unable to meet said DBE percentage, a written justification of the good faith efforts made shall be submitted along with the response to the Engineer's or Owner's proposal request.
- 3. Engineer or Owner supplemental instructions:
 - a. From time to time during progress of the Work the Engineer or Owner may issue supplemental instructions, which interpret the Contract Documents or order minor changes in the Work without change in Contract Sum or Contract Time.
 - b. Should the Contractor consider that a change in Contract Sum or Contract Time is required, he shall submit an itemized proposal to the Engineer or Owner immediately and before proceeding with the Work. If the proposal is found to be satisfactory and in proper order, the supplemental instructions in that event will be superseded by an Amendment.

4. Proposal requests:

- a. From time to time during progress of the Work the Engineer or Owner may issue a Request for Proposal (RFP) proposal request for an itemized quotation for changes in the Contract Price and/or Contract Time incidental to proposed modifications to the Contract Documents.
- b. This will not be an Amendment, and will not be a direction to proceed with the changes described therein.

1.02 OUALITY ASSURANCE

A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Amendment data.

1.03 PROCESSING PROPOSAL REQUESTS

A. Make timely written reply to the Engineer or Owner in response to each proposal request. Proposal requests will be numbered in sequence and dated.

- 1. State proposed change in the Contract Sum, if any.
- 2. State proposed change in the Contract Time of Completion, if any.
- Clearly describe other changes in the Work, if any, required by the proposed change or desirable therewith.
- 4. State amount of DBE participation applicable to the proposed changes.
- 5. Include full backup data such as subcontractor's letter of proposal or similar information.
- 6. Submit this response in single copy.
- B. When cost or credit for the change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of Division 0 and Division 1 Specifications, the Engineer or Owner will prepare an Amendment for execution by the Owner and Contractor.

1.04 PROCESSING AMENDMENTS

- A. Amendments will be numbered in sequence, and dated.
 - 1. The Amendment will describe the change or changes, will refer to the proposal requests or supplemental instructions involved, and will be signed by the Contractor and Owner, in sequence.
 - 2. The Engineer or Owner will electronically issue each Amendment to the Contractor.
 - a. The Contractor shall promptly sign and return to the Engineer or Owner for further processing by the Owner.
 - b.
 - c. The Owner will sign and return a copy to the Contractor for distribution.

END OF SECTION 01250

DIVISION 1 – SECTION 01310

PROJECT MANAGEMENT AND COORDINATION

PART 1 PROJECT MANAGEMENT

1.01 DESCRIPTION

- A. The Contractor will be required to utilize an integrated construction project management software platform for coordination, meeting organization, submittals, payment applications, project records, drawings, specifications, reports, punch-lists, and schedules throughout the duration of the project.
 - Project Management software platform utilized for this project will be Procore.
- B. The project management software will be provided by the Owner. The Contractor will be allowed seat licenses with access to the project management software as needed for the duration of the project.
- C. Any training required in order for the Contractor to become proficient in the utilization of the construction project management software, shall be the responsibility of the Contractor at no additional cost to the Owner.

PART 2 PRECONSTRUCTION CONFERENCE

2.01 SUMMARY

- A. To help clarify construction contract administration procedures, the Engineer or Owner will schedule a Preconstruction Conference prior to start of the Work, as described in this Section.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0 and Division 1 Specification Sections.

2.02 AGENDA AND MEETING SUMMARIES

- A. To the maximum extent practicable, advise the Engineer or Owner at least 24 hours in advance of the Conference as to items to be added to the agenda.
- B. The Engineer or Owner will compile summaries of the Conference, and will furnish copies of the summaries to the Contractor. The Contractor may make and distribute such other copies as he wishes.

2.03 QUALITY ASSURANCE

A. For those persons designated by the Contractor, his subcontractors, and suppliers to attend the Pre-Construction Conference, provide required authority to commit the entities they represent to schedules and solutions agreed upon in the Conference.

2.04 PRECONSTRUCTION CONFERENCE

- A. The Conference will be held at a time and date established by the Engineer or Owner. If requested by the Engineer or Owner, additional conferences will be held.
- B. Attendance:

 Insure attendance by authorized representatives of the Contractor and major Subcontractors.

2. The Engineer or Owner will advise other interested parties, including the Owner, and request their attendance.

C. Minimum agenda:

- 1. Organizational arrangement of Contractor's forces and personnel and those of subcontractors, material suppliers, and the Engineer or Owner;
- 2. Channels and procedures for communications;
- 3. Construction schedule, including sequence of critical work;
- 4. Contract Documents, including distribution of required copies of Drawings and revisions;
- 5. Processing of Shop Drawings and other data submitted to the Engineer or Owner for review;
- 6. Processing of field decisions and Change Orders;
- 7. Rules and regulations governing performance of the Work;
- 8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters; and
- 9. Reports required and schedule for submittal.
- 10. Items requiring long lead time and special requirements.

PART 3 PROGRESS MEETINGS

3.01 DESCRIPTION

A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Engineer or Owner will conduct project meetings throughout the construction period.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, General Provisions, and other Sections of these Specifications.
- 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

3.02 SUBMITTALS

A. Agenda items: To the maximum extent practicable, advise the Engineer or Owner at least 24 hours in advance of project meetings regarding items to be added to the agenda.

01310 Issued for Bid

B. Summaries:

1. The Engineer or Owner will compile summaries of each project meeting, and will furnish copies to the Contractor and the Owner.

2. Recipients of copies may make and distribute such other copies as they wish.

3.03 OUALITY ASSURANCE

A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

PART 4 EXECUTION

4.01 MEETING SCHEDULE

- A. Project meetings will be held at times as determined by the Engineer or Owner.
- B. Coordinate as necessary to establish a mutually acceptable schedule for meetings.

4.02 MEETING LOCATION

A. The Engineer or Owner will establish the meeting location.

4.03 PROJECT MEETINGS

A. Attendance:

- 1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
- 2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

B. Minimum agenda:

- 1. Review, revise as necessary, and approve summaries of previous meetings.
- 2. Review progress of the Work since last meeting, including status of outstanding submittals.
- 3. Identify problems which may impede planned progress.
- 4. Develop corrective measures and procedures to reestablish planned schedule.
- 5. Discuss other current business.

C. Revisions to summaries:

- Unless published summaries are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
- 2. Persons challenging published summaries shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of summaries.

3. Challenge to summaries shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION 01310

DIVISION 1- SECTION 01320

SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 SUMMARY

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

B. Related Work:

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. The Detailed Construction Schedule shall be developed by using the latest revision of Microsoft Project, or approved equal computer software that is compatible with Owner's scheduling software.
- B. The primary objectives of the requirements of this section are:
 - 1. to insure adequate planning and execution of the Work by Contractor;
 - 2. to assist Owner and Engineer in evaluating the progress of the Work;
 - 3. to provide a mechanism or tool for use by the Owner, Engineer and Contractor in determining and monitoring any actions of the Contractor which may be required in order to comply with the requirements of the Contract relating to the timely completion of the various portions of the Work
- C. The Detailed Construction Schedule, defined in Paragraph 3.04, shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract. The Contractor will not:
 - 1. Misrepresent to the Owner its planning, scheduling, and coordination of the work;
 - 2. Utilize schedules different from those provided to the Owner and Engineer for the direction, execution and coordination of the work;
 - 3. Utilize schedules which are not feasible or realistic; or

4. Prepare schedules, updates, revisions or reports which do not accurately reflect the Contractor's actual intent or the Contractor's reasonable and actual expectations as to: the sequences of activities, labor availability, productivity, or efficiency; expected or reasonably foreseeable inclement weather conditions; the percentage complete of any activity or path of activities; completion of any item of work or activity; projected dates of completion; delays, slippage, or problems encountered or expected and Subcontractor requests for time extensions,

- D. Once approved by the Engineer or Owner, the Detailed Construction Schedule will become the Schedule of Record for coordinating the work, scheduling the work, monitoring the work, issuing progress payments, evaluating time extension requests, and all other objectives listed in Paragraph 3.01.B. The Contractor is required to employ whatever means he deems necessary to implement the Detailed Construction Schedule and to comply with the requirements of this Section. Updates shall be provided to the Engineer or Owner at each construction progress meeting or as requested by the Engineer or Owner. Updates shall be both electronic media and hard copy.
- E. Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. Each construction schedule shall represent the Contractor's best judgment of how he will prosecute the Work in compliance with the Contract.
- F. Contractor shall consult with his Subcontractors and Suppliers (if any) relating to the preparation of each construction schedule. Subcontractors shall receive copies of each construction schedule and shall be continually advised of any updates or revisions to each construction schedule as the Work progresses.
- G. When there are separate contractors working concurrently on Airport whose work must interface or be coordinated with the Work of Contractor, Contractor shall coordinate his activities with the activities of the separate contractors and shall, prior to the submission of any construction schedule to the Engineer or Owner, obtain written approval of his construction schedule by the separate contractors.
- H. To carry out the intent of this Section, the Contractor agrees that the reasonable exercise of any rights under this Section by the Engineer or Owner shall not be grounds for any claim by Contractor or any of his Suppliers, Subcontractors or Sub-subcontractors of alleged interference, lack of cooperation, delay, disruption, negligence or hindrance by Owner or Engineer, and Contractor covenants not to sue therefor.
- I. It is understood and agreed that the Detailed Construction Schedule, defined in Paragraph 3.04, is to represent Contractor's best plan and commitment for the Work; however, Contractor acknowledges that the Detailed Construction Schedule may have to be revised from time-to-time as progress proceeds. Contractor further acknowledges and agrees that the Owner and Engineer do not guarantee that:
 - 1. Any changes, modifications or adjustments to any schedule by Contractor can only be made by the written approval of the Engineer or Owner.
- J. It is understood and agreed that should the Engineer or Owner provide the Contractor, at Contractor's request, with any advice relating to the scheduling or coordination of the Work or any other matter that:
 - 1. Owner and Engineer shall not be liable to Contractor for any errors, omissions, negligence or deficiencies which may in any way occur because of same;
 - 2. Such advice is provided solely as aids in the development by Contractor of a

representation of Contractor's actual construction plan and schedule in accordance with the requirements of the Contract Documents, and Owner and Engineer shall not be liable to Contractor should Contractor rely on such advice or counsel to his detriment;

- 3. Such advice shall not relieve Contractor of any responsibility under Paragraph 3.01.E hereof for all construction means, methods techniques, sequences and procedures and for planning, scheduling and coordinating all portions of the Work; and
- 4. Any advice provided by the Engineer or Owner or the lack or alleged untimeliness thereof will not in any way take the place of or relieve the Contractor of full responsibility for compliance with all requirements of the Contract, including, but not limited to the obligations to complete the Work within the Contract.
- K. Approval or acceptance by the Owner or Engineer of any Contractor's construction schedule, or any revisions or updates thereto, shall not relieve the Contractor of the responsibility for accomplishing the Work by the Project Substantial Completion date.
- L. Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by him so that the progress of construction shall be maintained according to the currently approved construction schedule for the Work. Contractor shall notify the Owner or Engineer in writing, and in a timely and reasonable manner, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor will be later than the delivery date indicated by the currently approved construction schedule, or the current update thereof as herein provided.

3.02 NOT USED

3.03 DETAILED CONSTRUCTION SCHEDULE DRAFT

- A. No later than two (2) weeks after the Notice to Proceed, the Contractor shall complete a draft of the Detailed Construction Schedule in accordance with the requirements of this Paragraph 3.03.
- B. Except for procurement activities, Contractor shall differentiate activities of the Detailed Construction Schedule Draft so that no single activity shown has a duration longer than twenty-eight (28) calendar days, unless the Engineer, in its sole discretion, shall approve a longer duration for certain specific activities.
- C. The Detailed Construction Schedule Draft shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with Contract Times listed elsewhere in the Contract. The Detailed Construction Schedule Draft shall take into account all foreseeable activities to be accomplished by any separate contractors, and interface dates with utility owners, the Owner's operations and others. The Detailed Construction Schedule Draft shall anticipate all necessary manpower and resources to accomplish the activities within the durations set forth therein.
- D. The Detailed Construction Schedule Draft shall consist of a time-scaled, detailed network graphic representation of all activities, which are part of the Contractor's construction plan. The Detailed Construction Schedule Draft submission shall include, but not be limited to, the following information:
 - 1. Project name;
 - 2. Activities of completed Work ready for use by next trade, Owner, etc.;
 - 3. Activities relating to different areas of responsibility, such as subcontracted Work, which is distinctly separate from that being done by the Contractor directly;
 - 4. Activities relating to different categories of Work as distinguished by craft or crew requirements;
 - 5. Activities relating to different categories of Work as distinguished by equipment requirements;
 - 6. Activities relating to different categories of Work as distinguished by materials;

- 7. activities relating to distinct and identifiable subdivisions of Work;
- 8. Activities relating to locations of Work within the Project that necessitates different times or crews to perform;
- 9. Activities relating to outage schedules for existing utility services that will be interrupted during the performance of the Work;
- 10. Activities relating to acquisition and installation of equipment, materials and supplies installed by the Owner and/or separate contractors;
- 11. Activities relating to material to be stored on site;
- 12. Contract Times consistent with those required in the contract;
- 13. A legible time scaled network diagram;
- 14. Activity durations not exceeding twenty-eight (28) calendar days for all activities for which the Contractor will perform actual field work. Material procurement, submittals, concrete curing and other similar activities may exceed twenty-eight (28) calendar days for this draft submission only.

3.04 DETAILED CONSTRUCTION SCHEDULE

- A. Prior to any monthly Application for Payment, the Contractor shall complete the Detailed Construction Schedule to the satisfaction of the Owner or Engineer.
- B. The Detailed Construction Schedule shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract.
- C. The Owner/Engineer reserves the right to require the Contractor to furnish such manpower, materials facilities and equipment and shall work such hours, including additional shifts and overtime operations as may be necessary, to insure completion of the Work or specified portions thereof within the specific dates as set forth in the Contract Documents. If it becomes apparent to the Owner or Engineer that the work, or any required portion thereof, will not be completed by any such dates, the Contractor shall undertake the following actions, at no additional cost to the Owner, and comply with the requirements as set forth in Section 01320, 3.07 and 3.08, in order to ensure that it complies with all completion requirements:
 - 1. Increase the quantity of manpower, materials, trades, crafts, and equipment and facilities on the site;
 - 2. Increase the number of working hours per shift, shifts per working day, or any combination of the foregoing; and
 - 3. Reschedule activities to achieve maximum activity accomplishment.

3.05 DETAILED CONSTRUCTION SCHEDULE CONTENT

- A. The Detailed Construction Schedule shall consist of a time-scaled graphic representation of all activities, which are part of the Contractor's construction plan and an accompanying listing of each activity's dependencies and interrelationships.
- B. The Contractor shall anticipate and account for, as a minimum, the potential loss of the number of **calendar** days listed below for each calendar month due to weather and shall schedule the work accordingly.

January	12	July	6
February	10	August	6
March	9	September	4
April	6	October	5

May 8 November 6 June 5 December 10

The preceding days were derived from historical data provided by the National Climatic Data Center regarding rainfall at Memphis International Airport. They represent a number less than the actual number of days of measurable rainfall that can be expected to occur during a twenty-four (24) hour period for the months indicated. The Contractor shall make his own determination as to the likely impact of weather on his operation and shall include as part of the Detailed Construction Schedule submission an accounting of how the impact of anticipated weather was determined and accounted for in the schedule. These values listed above are the minimum number of weather related days the Contractor shall consider in developing his Detailed Construction Schedule. It is further understood that said calendar day period shall be derived through assuming that work will take place on a calendar day basis.

The Owner or Engineer will continually monitor the effects of weather and when found justified, grant time extensions, if required, at the end of the Contract. In the event less weather days are actually encountered than provided for in this section, those days will accrue to subsequent months of the phase or contract and be balanced against actual weather. In accordance with the Contract Documents weather days occurring during the extension beyond the original completion date will be compensated day for day, if justified. No weather days will be granted beyond the final Contract completion date as computed herein.

- C. All activity durations shall be given in calendar days.
- D. Contractor shall plan his operations and schedule the work to ensure that the critical path runs through on-site construction activities and that off-site procurement activities do not control the critical path of the Detailed Construction Schedule, unless approved in writing by the Owner or Engineer.

3.06 UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS

A. The Detailed Construction Schedule will be reviewed and updated as needed during each project progress meeting.

3.07 RECOVERY SCHEDULE

A. Should the updated Detailed Construction Schedule, at any time during Contractor's performance, show, in the sole opinion of the Owner or Engineer, that the Contractor is seven (7) or more days behind schedule for any location or category of work, or should Contractor be required to undertake actions under Paragraph 3.04.D hereof, the Contractor shall immediately prepare a Recovery Schedule explaining and displaying how Contractor intends to reschedule his Work in order to regain compliance with the Approved Detailed Construction Schedule during the immediate subsequent pay period.

3.08 SCHEDULE REVISIONS

A. Should Contractor desire to or be otherwise required under the Contract to make modifications or changes in his method of operation, his sequence of Work or the durations of the activities in his Construction Schedule, he shall do so in accordance with Paragraph 3.04 of this specification. The approved Detailed Construction Schedule may only be revised by the written approval of the Owner or Engineer as provided herein.

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DIVISION 1 – SECTION 01321

CONSTRUCTION SURVEYING

PART 1 GENERAL

1.01 SUMMARY

- A. This section describes the Owner's airport survey grid and surveying requirements.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to the General Provisions and other Sections of these Specifications.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTIONS

3.01 EXISTING SURVEY CONTROL MONUMENTS

- A. The Owner has established an airport-wide survey grid consisting of both first order and second order survey monuments. The monuments are distributed both inside and outside the Air Operations Area fence.
- B. The monuments are tied to the Tennessee State Plane Coordinate System in U.S. Survey feet with the North American Datum, 1983.
- C. Survey control monuments typically, but not always, consist of aluminum disks stamped with identifying codes, set in concrete, and marked by orange witness posts.
- D. The Contractor may obtain the current Survey Control Monument Manual from the Program Manager.

3.02 REQUIREMENTS

- A. Contractor is responsible for all construction surveying.
- B. Any deviations from the existing grades shall be immediately reported to the Program Manager.
- C. Contractor shall tie the project to the survey grid as established by the monuments described in section 3.01.
- D. Contractor shall protect all survey monuments within the vicinity of the project and all survey monuments used for survey while they are occupied.
- E. The Contractor shall, at his expense, have a Tennessee Professional Land Surveyor replace any monument disturbed or destroyed by Contractor's construction activities (using first order techniques); replaced monuments shall be located at least ten feet, but not more than fifty feet, from the location of the disturbed monument. New monuments shall consist of aluminum disks stamped with an identifying code, set in concrete using a procedure approved by Program Manager, and marked by an orange witness post. Replaced-monument survey information shall be provided to Owner in exact format as contained within Owner's Survey Control Monument Manual.

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DIVISION 1- SECTION 01322

AERIAL PHOTOGRAPHS

PART 1 GENERAL

1.01 SUMMARY

- A. Provide photographs taken at specified stages during construction, and in accordance with provisions of this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Provisions and other Sections of these Specifications.

1.02 SUBMITTALS

A. Except as otherwise directed and paid for, submit one electronic file of each photograph.

1.03 QUALITY ASSURANCE

- A. Secure the services of a professional photographer who is skilled and experienced in construction photography and whose work samples are acceptable to the Engineer.
- B. Do not replace the photographer without the Engineer's written approval.

PART 2 PRODUCTS

2.01 AERIAL PHOTOGRAPHS

- A. Provide electronic files, at a quality and resolution capable of printing the photographs at a size up to 36" x 24".
- B. Record each electronic file's filename in a manner to show:
 - 1. Job number;
 - 2. Location from which photographed;
 - 3. Date of photograph;
- C. Do not permit photographs to be issued for any other purpose without specific written approval from the Engineer.

PART 3 EXECUTION

3.01 AERIAL PHOTOGRAPHY

- A. Except as otherwise specifically approved by the Engineer, make the photographs within three calendar days of the date of each Application for Payment.
 - 1. To the maximum extent practicable, make photographs at approximately the same time of day throughout progress of the Work.

2. When inclement weather is anticipated, consult with the Engineer and determine acceptable alternative arrangements.

- B. Except as otherwise specifically approved by the Engineer, take the photographs from four (4) directions. The photographs required shall be oblique aerial photographs. One shall be taken from the north, one from the south, one from the east and one from the west looking at the entire project, or as directed by the Engineer.
 - 1. Select the locations to provide diversified overall views of the Work, from positions, which are expected to remain accessible throughout progress of the Work.
 - 2. Identify each location by word description, by marked drawing, or by such other means as acceptable to the Engineer, to enable future photographs to be taken from the same position.
 - 3. When so directed by the Engineer because of the stage of construction, change one or more of the locations as the Engineer directs.
- C. Make each photograph clear, in focus, with high resolution and sharpness, and with minimum distortion.

DIVISION 1 – SECTION 01325

DELAYS AND EXTENSIONS OF TIME

1.01 DESCRIPTION

- A. Work included:
 - 1. Delays and extensions of time.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to the General Provisions, and other Sections of these Specifications.

1.02 OBLIGATION OF OWNER AND PROGRAM MANAGER

- A. Neither the Owner nor the Program Manager shall be obligated or liable to the Contractor for any damages, cost or expenses of any type which the Contractor, its subcontractors, sub-subcontractors, or any other person may incur as a result of any disruption or delay from any cause, regardless of the actual source of delay, whether avoidable or unavoidable, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but in accordance with provisions of the Contract Documents.
- B. Except for weather delays, any claim for extension of time shall be made in writing to the Program Manager not more than ten (10) days after commencement of such delay, otherwise, such claim will be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.
- C. The time during which the Contractor is delayed in performance of the work caused by the acts or omissions of the Owner, Program Manager or their employees or agents, or by acts of God, fires, floods, epidemics, quarantine restrictions, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's control which the Contractor could not have reasonably foreseen and provided against shall be added to the Contract Time; however, the Contractor must submit his claim for such delays in accordance with the requirements of this Section and any other applicable provisions of these Contract Documents in order to be considered for an extension of time.
- D. The Contract Time shall be adjusted only for changes in the work pursuant to GP-40, suspensions of the work, excusable delays or emergencies. Whenever the Contractor requests an extension of the Contract Time, the Contractor shall furnish such justification and supporting evidence as required by this section and such other and additional information as the Owner may deem necessary to determine whether the Contractor is entitled to an extension of the Contract Time. All such requests shall conform to all of the requirements of the Contract Documents, shall include evidence that the reasons for the requested Contract Time extension were beyond the control of the Contractor, and the Contractor shall bear the burden of substantiating and proving the necessity of an extension to the Contract Time. The Owner, with the assistance of the Program Manager, shall review all requests for Contract Time extensions and shall advise the Contractor of its decision and finding of fact in writing. If the Owner determines that the Contractor is entitled to an extension of the Contract Time, the length of the extension shall be based upon the currently approved detailed construction schedule and on all other relevant data, which data shall be incorporated into and from the basis for revision to the construction schedule.

The Contractor acknowledges and agrees that the actual delays due to said changes, suspension of the work, or excusable delays in activities which, according to the detailed construction schedule, do not affect the Contract Time, shall not affect the Contract Time, and therefore, cannot form the basis for an extension in the Contract Time or a change in the construction schedule.

- E. The Contractor shall be entitled to an extension of the Contract Time but no increase in the Contract sum, for delays arising from unforeseeable causes beyond the control and without the fault of negligence of the Contractor or its Subcontractors as follows:
 - Acts of God, tornadoes, fires, blizzards, earthquakes, or floods that severely damages completed work or stored materials.
 - 2. Acts of the public enemy; acts of the state, federal or local governments in their sovereign capacities; and acts of a separate contractor in the performance of a separate contract with the Owner relating to this or another project.
- F. The Contractor shall not be entitled to any extension of Contract Time resulting from any condition or cause unless the Contractor strictly complies with the requirements of this Section and the Contractor must submit to the Program Manager within ten (10) days of the first instance of the delay a written request for an extension in the Contract Time which shall include the following information: (a) the nature of the delay; (b) the date of anticipated date of commencement of the delay; (c) activities on the schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities; (d) identification of persons or organizations or events responsible for the delay; and (e) recommended action to avoid or minimize the delay.
- G. No claim for delay shall be allowed and the Contractor waives any such claim if the Contractor fails to furnish the written request, required by this or other sections, within the period of time specified therein.

DIVISION 1 – SECTION 01330

SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

- A. This section describes the process for handling Contractor submittals.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0, Division 1, and other Sections of these Specifications

1.02 SUBMITTALS

- A. Except as otherwise specified below, as soon as practicable after contract award and without causing delay in the work, electronically submit, submittals of all items for which submittals are specified in other sections, and for all major submittal equipment whether specified in other sections or not. Alternatively, all Submittals may be submitted electronically in lieu of hard copies, if possible. Each submittal shall be clearly marked with the project name, dated, and accompanied by a letter of transmittal listing all items included in the submittal and referencing the project specification page and article numbers applicable to each item.
 - 1. Submittals shall include all test results and/or certificate necessary to show that the item conforms to the standards specified. Such standards shall include ASTM, AASHTO, FAA, PCA, Federal Specifications or any other standard listed in these specifications.

1.03 QUALITY ASSURANCE

- A. Before submission to the Engineer or Owner, the Contractor shall check the submittals of all items furnished directly by him, and the applicable Subcontractor shall check the submittals of all items furnished by the Subcontractor involved, as follows: check the submittal drawings for completeness and compliance with the contract documents; check and verify all dimensions, field conditions certifications relating to the submittals and certify in writing that these checks have been made.
 - 1. The Engineer or Owner will return for resubmission, all submittals without the above specified approval and certification, and all submittals which in the Engineer's or Owner's opinion contain numerous discrepancies and/or have not been checked by the Contractor or Subcontractor.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 SUBMITTAL REVIEW

A. After the Owner or Engineer has reviewed the submittals, except as otherwise specified below, submittals will be dated, and returned to the Contractor. If submittals are rejected, they will be returned with indications of the required corrections and changes. Make such corrections and changes as indicated. Resubmit submittals as specified above, as often as required by the Engineer

or Owner to complete the review. No correction or change indicated on submittals shall be considered as an order for extra work.

- B. Submittals reviewed by the Owner or Engineer will be a general review only, and acceptance will not relieve Contractor or Subcontractor of responsibility for accuracy of submittals, proper fitting, coordination, construction or work, and furnishing materials and work required by Contract but not indicated on submittals. Review of submittals shall not be construed as accepting departures from Contract requirements.
- C. Any material ordered, or work performed prior to obtaining an approved submittal shall be at the Contractor's risk and subject to rejection.

DIVISION 1 – SECTION 01351

STORAGE AND PROTECTION

PART 1 GENERAL

1.01 SUMMARY

A. Protect products scheduled for use in the Work by all means including, but not necessarily limited to, those described in this Section.

B. Related Work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0, and Division 1 of these Specifications.
- 2. Additional procedures may also be prescribed in other Sections of these Specifications.

1.02 **QUALITY ASSURANCE**

A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.03 MANUFACTURERS' RECOMMENDATIONS

A. Except as otherwise approved by the Owner or Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.04 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace same with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Owner or Engineer may reject as non-complying such material and products as do not bear identification satisfactory to the Owner or Engineer such as manufacturer, grade, quality, and other pertinent information.

1.05 PROTECTION

- A. Protect finished surfaces, materials, trenches, earthwork, etc. from weather, construction operations, etc.
- B. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.06 REPAIRS AND REPLACEMENTS

A. In event of damage, promptly make replacements and repairs to the approval of the Owner or Engineer and at no additional cost to the Owner.

B. Additional time required to secure replacements and to make repairs will not be considered by the Owner or Engineer to justify an extension in the Substantial Completion Date.

DIVISION 1 – SECTION 01353

RADIO COMMUNICATIONS

1.01 DESCRIPTION

- A. Work Included
 - 1. Provide radio communication with local traffic via the CTAF Frequency 122.7.
- B. Documents affecting work of this Section include, but are not necessarily limited to General Provisions, and other Sections of these Specifications.

1.02 RADIO COMMUNICATIONS

A. When required by the Contract Documents, and when work under this Contract is in progress within the Air Operations Area (AOA), the Contractor's job superintendent or other authorized representative of the Contractor on the job site shall coordinate such work with the Program Manager and the Program Manager shall maintain approved 2-way radio communication with the Airport Control Tower, for coordination of work with airport operations in progress.

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DIVISION 1 – SECTION 01455

QUALITY CONTROL AND QUALITY ASSURANCE TESTING PROGRAMS

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes quality control and quality assurance testing and inspections required to be provided by the Contractor and the Owner.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0, Division 1 and other Sections of these Specifications.
- 2. Requirements for testing are described in various Sections of these Specifications.

1.02 QUALITY CONTROL and QUALITY ASSURANCE TESTING PROGRAMS

- A. Contractor Quality Control Testing: At his own expense, the Contractor shall make separate arrangements for and be fully responsible for all quality control testing as required by the technical specifications and General Construction Items C-100.
- B. Owner Quality Assurance Testing: At no cost to the Contractor, the Owner will make arrangements for the services of an independent testing laboratory for quality assurance testing of work and materials. This testing is for the Owner's use only and will only be performed after the Contractor's quality control testing program has tested and approved materials and workmanship to be in full compliance with the quality standards of the Specifications. The Owner Quality Assurance testing services shall in no way relieve the Contractor of the responsibility for providing the quality materials, workmanship and testing required for compliance with these specifications.
- C. Determination of Specification Compliance: In all cases of conflicting test results, the Owner's quality assurance test results shall govern. All retesting shall be conducted by Owner's testing laboratory at the Contractor's expense. The amount and location of any retesting shall be as directed by the Owner or Engineer. Unsatisfactory work or materials shall be retested as often as necessary until retests indicate that the failed work or materials have achieved conformity with the Plans and Specifications. The Owner or Engineer shall make the final determination as to whether any work or materials, which do not conform to the Plans and Specifications upon initial testing, are to be removed from the site or reworked. The Owner or Engineer shall also make the final determination as to whether the retesting indicates that work or materials initially rejected have been corrected to meet the requirements of the Plans and Specifications. All removal, replacement, rolling, watering, aeration, reworking, etc. required to bring rejected work or materials into conformance with the Plans and Specifications shall be at the Contractor's expense.
- D. Retesting Expense: The Owner will bear the expense of the initial quality assurance testing of certain items of work or materials as required by the technical specifications. Any retesting of these items of work or materials which upon initial testing fail to meet the standards specified or indicated on the plans shall be at the Contractor's expense.
- E. Laboratory Inspection and Testing: If this contract requires laboratory inspection, testing, and stamping of concrete pipe, concrete fittings, or any other material, the cost of that laboratory inspection, testing, and stamping shall be borne by the Contractor and included in the cost of the work.

F. Prior to starting concrete operations the Contractor shall name his source of supply for concrete materials and submit representative samples and reports of quality tests for approval.

- G. The Owner shall engage and pay for the services of an independent testing laboratory to perform the following services:
 - 1. Slump test, ASTM C143, shall be taken with every set of cylinders and as often as required to provide the specified consistency of concrete.
 - 2. Determine air content with every set of cylinders, ASTM C231, or as required.
 - 3. Cast and test a set of at least 6 cylinders for each day's pour or for each 100 cubic yards or fraction thereof for each class of concrete. Cylinders shall be made and cured, ASTM C31, and tested, ASTM C39, in accordance with ASTM specifications for control tests. Cylinders shall be tested at 7 and 28 days. The Contractor shall provide insulated storage room with heat when necessary to store control cylinders and a protected space for storage of "field" cylinders which approximates the condition of curing of the concrete being sampled. Cylinders designated as "field" cylinders shall be used to determine safe stripping and loading of members. On all pours in excess of 25 cubic yards, continuous laboratory inspection shall be provided at the job site for checking materials, deliveries and concrete consistencies.
- H. The testing laboratory shall observe the materials and the manufacturer of concrete as specified and shall report to the Contractor and Designer the progress thereof. Also, when it appears that the material furnished and the work performed by the Contractor fails to fulfill the specified requirements and Con-tract, the testing laboratory shall direct the attention of the Contractor and Designer to such failure or infringement. Such observation shall not relieve the Contractor of any obligation to furnish acceptable materials or to provide the concrete quality in the structure that is in strict accordance with plans and specifications. The testing laboratory is not authorized to revoke, alter, relax, enlarge or release the requirements of the specifications, nor to issue instructions contrary to the plans and specifications; nor to approve or accept any portion of the work but in case of any dispute arising between the testing laboratory and the Contractor as to materials furnished or in the manner of performing the work, the testing laboratory shall have the authority to reject materials or suspend the work until the question at issue can be referred to the Designer. The testing laboratory shall not act as foreman or perform other duties for the Contractor. In no case shall any advice or oversight on the part of the testing laboratory relieve the Contractor of responsibility for completing the work in accordance with plans and specifications and the fulfillment of the Contract. The work will be observed as it progresses, but failure to report to the Designer any defective work or materials shall not in any way prevent later rejection when such a defect is discovered or obligate the Owner for final acceptance. Any expense incident to the investigation and determination of actual quality of any questionable material shall be borne by the Contractor.
- I. In the event that concrete tests fail to meet strength requirements of these specifications the designer may require, at no additional cost to the Owner, tests in accordance with the "Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete", ASTM C42, or order load tests in accordance with Chapter 20 of the ACI Building Code 318, to be made on the portions of the structure containing questionable concrete. Suitable appliances and methods of loading the measuring shall be provided by the Contractor under the direction of the testing laboratory. The portions of the structure which are found by the Designer to contain defective concrete shall be removed and reconstructed in a satisfactory manner at the Contractor's expense. Concrete strength tests are to conform to Chapter 5 of the ACI Building Code 318.
- J. The laboratory shall have free access to material stockpiles, batching and mixing plants, and job site. The Contractor shall provide adequate assistance to the laboratory in securing specified samples for tests.

K. Contractor shall give the Designer and laboratory reasonable notice before beginning any pours (at least 24 hours).

- L. The laboratory shall supply a daily report of concrete and materials testing and inspection to the designer (two copies) and Contractor (one copy).
- M. Concrete batched away from the job and delivered in mixer or agitator trucks shall conform to requirements of ASTM C94.
- N. Sampling and Testing:
 - 1. All materials shall be sampled, tested in accordance with appropriate ASTM Standards, and approved before inclusion in any work on this project.
 - 2. Samples for testing shall be furnished by the Contractor.
 - 3. Rejected material shall be immediately removed from the site.
- O. Standards: Comply with the following applicable standards:
 - ACI 211.1R: "Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete."
 - ACI 211.2 "Standard Practice for Selecting Proportions for Structural Lightweight Concrete."
 - 3. ACI 301R: "Standard Specifications for Structural Concrete for Buildings".
 - 4. ACI 304R: "Guide for Measuring, Mixing, Transporting, and Placing Concrete."
 - 5. ACI 305R: "Hot Weather Concreting."
 - 6. ACI 306R: "Cold Weather Concreting."
 - 7. ACI 308R: "Standard Practice for Curing Concrete."
 - 8. ACI 318: "Building Code Requirements for Structural Con-crete and Commentary."
- P. Examine the substrate, formwork, and the conditions under which concrete reinforcement is to be placed, and correct conditions which would prevent proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.
- Q. Inspection: Before placement of concrete, the Owner's Representative shall observe the placement of all reinforcing and give his approval.

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DIVISION 1 – SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section describes construction facilities and temporary controls required for the Work.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0 and Division 1 Specifications,

1.02 REQUIREMENTS

- A. Provide construction facilities and temporary controls needed for the Work including, but not necessarily limited to:
 - 1. Sanitary facilities;
 - 2. Temporary fencing of the construction site, if required.

1.03 DELIVERY, STORAGE, AND HANDLING

 Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

PART 2 PRODUCTS

2.01 UTILITIES

- A. Water:
 - 1. Provide necessary temporary piping and water supply and, upon completion of the Work, remove such temporary facilities.
 - 2. Provide and pay for water used in construction.
- B. Electricity:
 - 1. Provide necessary temporary wiring and, upon completion of the Work, remove such temporary facility.
 - 2. Provide area distribution boxes located so that the individual trades may furnish and use 100 ft maximum length extension cords to obtain power and lighting at points where needed for work, inspection, and safety.
 - 3. Provide and pay for electricity used in construction.
- C. Heating: Provide, maintain and pay for heat necessary for proper conduct of operations needed in the Work.

2.02 FIELD OFFICES AND SHEDS

- A. Sanitary facilities:
 - Provide temporary sanitary facilities in the quantity required for use by all personnel.
 - 2. Maintain in a sanitary condition at all times.

2.03 ENCLOSURES

A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

2.04 TEMPORARY FENCING

A. If indicated provide and maintain for the duration of construction a temporary fence of design and type needed to prevent entry onto the Work by the public.

2.05 REMOVING AND REPLACING FENCES, SOD, ETC.

- A. Where required to install the Work, carefully remove and store all interfering fences, mailboxes, culverts, etc. After installation of work and backfilling, reinstall these items and restore them to at least the conditions, which existed prior to the commencement of work, using materials and workmanship to match those of the original construction and installation.
- B. Carefully remove and store all interfering shrubbery, trees, sod, flowers, and other planting, sufficiently in advance of construction. After installation of work and backfilling, reset and restore these items to at least the conditions that existed prior to the commencement of work.

PART 3 EXECUTION

3.01 MAINTENANCE AND REMOVAL

- Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Owner or Engineer.

3.02 DUST CONTROL

A. During construction, haul roads and other disturbed construction areas shall be watered as required to prevent dust from damaging and/or becoming a nuisance to the terminal and other buildings, automobiles, aircraft, and residential and other built-up areas surrounding the project site.

DIVISION 1 - SECTION 01600

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, Contract, Division 0 and Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing Contractor's selection of products for use in Project.
- B. Related Sections: Following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
 - 2. Division 1 Section 01320 specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
 - 3. Division 1 Section "Product Substitution Procedures" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 **DEFINITIONS**

- A. Definitions used in this Article are not intended to change meaning of other terms used in Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms such are self-explanatory and have well recognized meanings in construction industry.
 - 1. **"Products"** are items purchased for incorporation in Work, whether purchased for Project or taken from previously purchased stock. Term "product" includes terms "material," "equipment," "system," and terms of similar intent.
 - a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature, that is current as of date of Contract Documents.
 - b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50% or more of value) outside of United States and its possessions; or produced or supplied by entities substantially owned (more than 50%) by persons who are not citizens of nor living within United States and its possessions.
 - 2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of Work.
 - 3. **"Equipment"** is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.4 SUBMITTALS

A. Product List: Prepare list showing products specified in tabular form acceptable to Program Manager. Include generic names of products required. Include manufacturer's name and proprietary product names for each item listed.

- 1. Coordinate product list with Contractor's Construction Schedule and Schedule of Submittals.
- 2. Form: Prepare product list with information on each item tabulated under following column headings:
 - a. Related Specification Section number.
 - b. Generic name used in Contract Documents.
 - c. Proprietary name, model number and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date, or time span of delivery period.
- 3. Initial Submittal: Within 30 days after date of commencement of Work, submit 3 copies of an initial product list. Provide written explanation for omissions of data and for known variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
- 4. Completed List: Within 60 days after date of commencement of Work, submit 3 copies of completed product list. Provide written explanation for omissions of data and for known variations from Contract requirements.
- 5. Engineer's Action: Engineer will review and the Program Manager will respond in writing to Contractor within 2 wks of receipt of completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. Engineer's review will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.
- B. Source Limitations: To fullest extent possible, provide products of same kind, from single source.
 - 1. When specified products are available only from sources that do not or cannot produce quantity adequate to complete project requirements in timely manner, consult with Program Manager for determination by the Engineer of most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When determination has been made, select products from sources that produce products that possess these qualities, to fullest extent possible.
- C. Compatibility of Options: When Contractor is given option of selecting between 2 or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other separate Contractors.
 - 2. If dispute arises between Contractors over concurrently selectable, but incompatible products, Engineer will determine which products shall be retained and which are incompatible and must be replaced.
- D. Foreign Product Limitations: Except under 1 or more of following conditions, provide domestic products, not foreign products, for inclusion in the Work:

- 1. No available domestic product complies with Contract Documents.
- 2. Domestic products that comply with Contract Document are only available at prices or terms that are substantially higher than foreign products that also comply with Contract Documents.
- E. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on exterior.
- F. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- G. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. Nameplate shall contain following information and other essential operating data:
 - 1. Name of product and manufacturer.
 - 2. Model and serial number.
 - 3. Capacity.
 - 4. Speed.
 - 5. Ratings.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage at site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 - 3. Deliver products to site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 - 4. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
 - 5. Store products at site in manner that will facilitate inspection and measurement of quantity or counting of units.
 - 6. Store heavy materials away from Project structure in manner that will not endanger supporting construction.
 - Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with Contract Documents, that are undamaged and, unless otherwise indicated, new at time of installation.
 - 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for complete installation and for intended use and effect.
 - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures: Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include following:

- 1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide product indicated. No substitutions will be permitted.
- 2. Semi proprietary Specification Requirements: Where 2 or more products or manufacturers are named, provide 1 of products indicated. No substitutions will be permitted.
 - a. Where products or manufacturers are specified by name, accompanied by term "or equal," or "or approved equal" comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
- Compliance with Standards, Codes and Regulations: Where Specifications only require compliance
 with an imposed code, standard or regulation, select product that complies with standards, codes or
 regulations specified.
- 4. Visual Matching: Where Specifications require matching an established Sample, Engineer's decision will be final on whether proposed product matches satisfactorily.
 - a. Where no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of Contract Documents concerning "substitutions" for selection of matching product in another product category.
- 5. Visual Selection: Where specified product requirements include phrase "...as selected from manufacturer's standard colors, patterns, textures..." or similar phrase, select product and manufacturer that complies with other specified requirements. Engineer will select color, pattern and texture from product line selected.
- 6. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection, and for procedures required for processing such selections.

2.2 ASBESTOS-FREE REQUIREMENTS

- A. The Contractor shall not use any asbestos containing material (ACM) at any time during the Project. The Contractor shall verify that all materials used on the Project are asbestos-free materials.
- B. During the course of the Project, the Contractor shall routinely check products utilized on-site to ensure only asbestos-free products are utilized.
- C. If the Owner suspects the presence of asbestos, the Owner will sample the suspect material to verify that no ACM was utilized. This testing shall be performed at the expense of the Owner. If ACM is subsequently found during the sampling, the Contractor shall remove and replace the product or material at his/her sole expense. No adjustment of the Contract Schedule will be provided to account for delays associated with removal and/or replacement of ACM. The Contractor shall reimburse Owner for any and all costs associated with the original testing and/or any re-testing that may be necessary.
- D. Upon completion, a notarized certification statement shall be provided by the Contractor to the Owner certifying that all materials associated with this Project are asbestos free. See Specification 01771 Closeout Documents for certification document. If the Contractor does not submit the required asbestos-free certification, the Authority shall have a complete building survey performed by a qualified testing firm within the Project's location. The cost of the survey and any subsequent removal/replacement of any ACM shall be deducted from the Contractor's final payment at the sole discretion of the Owner.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS:

A. Comply with manufacturer's instructions and recommendations for installation of products in applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until time of Substantial Completion.

END OF SECTION 01600

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DIVISION 1 - SECTION 01630

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, Contract, Division 0 and Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of Contract.
- B. Contractor's Construction Schedule and Schedule of Submittals are included under Section 01320.
- C. Standards: Refer to Section "Reference Standards and Definitions" for applicability of industry standards to products specified.
- D. Procedural requirements governing Contractor's selection of products and product options are included under Section "Product Requirements."
- E. Program Manager's policy is to reject requests for substitution unless paragraph "Substitutions" under Article "Definitions" applies.

1.3 **DEFINITIONS**

- A. Definitions used in this Article are not intended to change or modify meaning of other terms used in Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by Contractor after award of Contract are considered requests for "substitutions." Following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by Owner or Program Manager.
 - 2. Specified options of products and construction methods included in Contract Documents.
 - 3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of Work. Requests received more than 30 days after commencement of Work may be considered or rejected at discretion of Program Manager.
 - 1. Submit 3 copies of each request for substitution for consideration. Submit requests on forms included at end of this Section.

2. Identify product, or fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with requirements for substitutions, and the following information, as appropriate:

- a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
- b. Samples, where applicable or requested.
- c. Detailed comparison of significant qualities of proposed substitution with those of Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
- d. Coordination information, including list of changes or modifications needed to other parts of Work and to construction performed by Owner and separate Contractors, that will become necessary to accommodate proposed substitution.
- e. Statement indicating substitution's effect on Contractor's Construction Schedule compared to schedule without approval of substitution. Indicate effect of proposed substitution on the overall Substantial Completion of the project.
- f. Cost information, including proposal of net change, if any in Contract Sum.
- g. Certification by Contractor that substitution proposed is equal-to or better in every significant respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or additional Contract time, that may subsequently become necessary because of failure of substitution to perform adequately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: Contractor's substitution request will be received and considered by Program Manager when one or more of following conditions are satisfied, as determined by Program Manager; otherwise requests will be returned without action except to record noncompliance with these requirements.
 - 1. Extensive revisions to Contract Documents are not required.
 - 2. Proposed changes are in keeping with general intent of Contract Documents.
 - 3. Request is timely, fully documented and properly submitted.
 - 4. Request is directly related to an "or equal" clause or similar language in Contract Documents.
 - 5. Specified product or method of construction cannot be provided within Contract Time. Request will not be considered if product or method cannot be provided as result of failure to pursue Work promptly or coordinate activities properly.
 - 6. Specified product or method of construction cannot receive necessary approval by governing authority, and requested substitution can be approved.
 - 7. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities Owner may be required to bear. Additional responsibilities for Owner may include additional compensation to Program Manager and Engineer for redesign and evaluation services, increased cost of other construction by Owner or separate Contractors, and similar considerations.
 - 8. Specified product or method of construction cannot be provided in manner that is compatible with other materials, and where Contractor certifies that substitution will overcome incompatibility.
 - 9. Specified product or method of construction cannot be coordinated with other materials, and where Contractor certifies that proposed substitution can be coordinated.
 - 10. Specified product or method of construction cannot provide warranty required by Contract Documents and where Contractor certifies that proposed substitution provide required warranty.

B. Contractor's submittal to the Program Manager and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

C. See next page for "Request for Substitution" form.

REQUEST FOR SUBSTITUTION

To:	
Attention:	
From:	Name of Company
	Address
	City, State, Zip Code
	Phone
substitution. If requested l stability, distribution and	on requested below. Failure to answer any item may cause rejection of request for by Program Manager, submit information about manufacturer and vendor history, financial support systems. Use one form for each product requested. Only first product listed will be more than one product listed.
Specification Section Nur	nber: Drawing Number:
Para Number:	Detail Number:
Specified Product:	
Proposed Substitution:	
Answer the following que	stions. Attach an explanation sheet on your company's letterhead when required.
Does the proposed substit	ution affect dimensions indicated on Drawings?
No	Yes (If yes, explain below).
Does the proposed substit	ution require changes in Drawings and/or design or installation changes?
No	Yes
If yes, is the cost of these	changes included in the proposed amount? No Yes
Does the proposed substit	ution affect other trades? No Yes
(If yes, explain who and h 01630 Page 4	ow) ISSUED FOR BID

	_							
•							_	
•							_	
		luct does affect the d substitution?	work of other trace	les, has the cost	impact on their	work been includ	ed in the	
	No	Yes						
Does	the proposed p	oroduct's guarantee	differ from that of	f the specified p	roduct's?			
	No	Yes	(If yes, explain	below).				
							_	
							_	
							_	
Why	is this proposa	l for substitution b	eing submitted? Li	st reasons below	v.			
							_	
•							_	
•							_	
		projects using pro ne of applications				s in geographic and	d climatic	
Attac	h product data	brochures and Ver	ndor Qualification	Form for the sp	ecified and subs	stitute product.		
applic comp stated substi	cation of produ lies with Cons I above. Under itution and wai	amined Construction and understand truction Document signed accepts response all claims for a quent failure to performance.	s design intent of less and will perform ponsibility for coordinational costs res	Engineer. Under at least equally dinating applications alting from inco	rsigned states the to specified pro- ation and install proporation of pro-	at proposed substiction of proposed attion of proposed	tution ations	
Subm	nitted By:	Тур	ed			Signature		
Date:		71				5		

02/12/24

MSCAA 22-1458-01

END OF SECTION 01630

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DIVISION 1 – SECTION 01700

FIELD ENGINEERING

PART 1 GENERAL

1.01 SUMMARY

- A. Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines and levels;
 - 2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.

All field engineering is incidental to the Item for which it applies. No direct pay will be made for field engineering.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0, Division 1 and other Sections of these Specifications.
- 2. Additional requirements for field engineering may be described in other Sections of these Specifications.

1.02 SUBMITTALS

- A. Upon request of the Owner or Engineer, submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation verifying accuracy of field engineering work.
 - 3. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

1.03 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.04 PROCEDURES

- A. In addition to other procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
 - 1. Locate and protect control points before starting work on the site.
 - 2. Preserve permanent reference points during progress of the Work.
 - 3. Prior to commencing any work requiring location or grades, the Contractor shall establish

temporary bench marks (TBMs) at an interval not to exceed 1000 feet. TBMs are to be located in areas not anticipated to be disturbed by construction. Provide the Owner or Engineer copies of field notes, including peg test of level, and a listing of the adjusted coordinates and elevations of all TBMs.

- 4. Do not change or relocate reference points or items of the Work without specific approval from the Owner or Engineer.
- 5. Promptly advise the Owner or Engineer when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the Owner or Engineer, require the field engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.

DIVISION 1 - SECTION 01770

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures and requirements for closing out the Work.
 - 1. Closeout submittals.
 - 2. Final cleaning.
 - 3. Record Documents.
 - 4. Substantial completion.
 - 5. Final inspection.
 - 6. Final payment.
 - 7. Warranties.

1.02 RELATED REQUIREMENTS AND SECTIONS

A. Section 01100 - Summary of Work, Sequence of Construction & Liquidated Damages.

1.03 CLOSEOUT SUBMITTALS

- A. Record documents of the constructed work.
- B. Certificate of Occupancy.
- C. Warranties: This Section and applicable Sections of these Specifications.
- Contractors Affidavit of Payment of Debts and Claims and Contractors Affidavit of Release of Liens.
- E. Consent of Surety to Final Payment.
- F. As-built drawings.

1.05 FINAL CLEANING

A. Clean work and storage areas free of trash. Broom clean and hose wash walks and pavements.

1.06 RECORD DOCUMENTS

- A. Definition:
 - 1. Dimensioned drawings showing in-place components and systems measured as accurately as practicable.
 - 2. Product data and other documents clearly identifying proprietary product and equipment incorporated into the Work.
- B. Maintain at job site one record copy of:
 - 1. Contract Drawings and As-built Drawings.
 - 2. Project Manual.

- 3. Addenda.
- 4. Approved shop drawings.
- 5. Contract Modifications.
- 6. Field test records.
- 7. Meeting minutes (notes).
- C. Make documents available at all times for inspection by Engineer and Owner.
- D. Marking Devices:
 - 1. Use colored felt marking pens for marking prints and product data.
- E. Label each document "PROJECT RECORD" in 1" high printed letters.
- F. Record information concurrent with construction progress. Do not conceal any work until required information has been recorded.
- G. Submittal of Record Documents:
 - 1. At completion of the Work, deliver Record Documents to Owner or Engineer with request for Final Payment.
 - 2. Accompany submittal with transmittal letter indicating:
 - a. Date
 - b. Project title
 - c. Contractor's name and address
 - d. Title and number of each record document
 - 3. Submit one reproducible copy and one electronic copy of Record Documents, and provide one copy of other Record Documents.
 - 4. Provide one AutoCAD Diskette

1.07 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work to be substantially complete as defined in Conditions of the Contract, Contractor shall prepare and submit a list (punch list) of items to be completed or corrected. Upon receipt of Contractor's list, Owner or Engineer will decide if the Work is substantially complete and, if necessary, will prepare a supplemental list (punch list) of items to be completed or corrected.
- B. Failure to include items on the punch list does not alter responsibility of Contractor to complete work according to Contract Documents.
- C. Before Owner or Engineer issues a Certificate of Substantial Completion, Contractor shall provide certificate of Use and Occupancy and evidence of approval from applicable governing authorities.

1.08 FINAL INSPECTION

- A. When Owner or Engineer receives written notice that the Work is ready for final inspection, and when final application for payment is received, Owner or Engineer shall promptly inspect to determine if the Work complies with the Contract Documents.
- B. Provide Owner or Engineer with written status report of each punch list item before final inspection.

1.09 FINAL PAYMENT

A. Final payment will be made to contractor by Owner within 45 days after:

- 1. Completion of the Work.
- 2. Acceptance by Owner and Engineer of all work performed under the Contract.
- 3. Receipt of Project Record Documents.
- 4. Receipt of O & M data, manufacturer's instructions, service manual, parts manual, warranties, and other closeout submittals specified. O & M data must include a list of recommended vendors for any non-standard replacement parts and must include a detailed Preventative Maintenance guide with a schedule of suggested efforts.
- 5. Preparation by Contractor and approval of Owner of final statement of cost of the completed Work. Final statement shall indicate:
 - a. Original Contract Sum.
 - b. Previous Change Orders.
 - c. Deductions for liquidated damages.
 - d. Other applicable adjustments to Contract Sum.
 - e. Total Contract Sum as adjusted.
 - f. Previous Payments.
 - g. Final payment remaining due.
- 6. Upon completion by Contractor of work covered by Contract Documents, and before final payment to Contractor for work performed, Contractor shall deliver to Owner an affidavit, indicating that all labor and material used on or for execution of the Work has been paid.

1.10 WARRANTIES

- A. Provide duplicate notarized copies of warranties required by Contract Documents. Accumulate executed documents by subcontractors, suppliers, and manufacturers; provide table of contents and assemble in binder with durable plastic cover properly titled.
- B. Warranties are in addition to and not a limitation of other rights Owner may have against Contractor under the Contract Documents.
- C. Contractor shall bear costs of correcting work not complying with warranty requirements.
- D. Duration of warranties required by individual Sections shall indicate minimum times and shall not relieve Contractor of obligations required under applicable statutes or other Conditions of the Contract.
 - Warranty period begins on date of Substantial Completion, except where modified by Conditions of the Contract.
 - 2. Warranties are non-prorated unless stated otherwise in these Specifications.
- E. Manufacturer's warranties shall be backed by assets of manufacturer and not a third party.
- F. Warranties shall be transferable.
- G. Submit warranties to Owner or Engineer for verification and submittal to Owner with Contractor's final Application for Payment.
- H. Re-submit warranties that do not comply with Contract Documents.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

DIVISION 1 – SECTION 01741

CLEANING

PART 1 GENERAL

1.01 SUMMARY

A. Throughout the construction period, maintain the site in a standard of cleanliness including mowing of grass as described in this Section. All demolition or construction debris (FOD) shall be confined within the work site at all times.

B. Related work:

- 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0, Division 1 and other Sections of these Specifications.
- 2. In addition to the standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.
- 3. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

1.02 QUALITY ASSURANCE

- A. Conduct a daily inspection, and more often if necessary, to verify that cleanliness requirements are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

2.02 COMPATIBILITY

A. Use only cleaning materials and equipment compatible with the surface being cleaned and as recommended by the manufacturer of the material.

PART 3 EXECUTION

3.01 PROGRESS CLEANING

A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.

2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

- 3. Inspect all haul vehicles leaving the site to make sure no debris can fall from the vehicle during transportation.
- 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

- 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage. Contractor shall document all daily inspections.
- 2. Weekly, and more often if necessary, remove, completely, all accumulated scrap, debris, and waste material from the site.
- 3. Maintain the site in a neat and orderly condition at all times.
- 4. Mowing of grass within the construction limits is required at a minimum of every two (2) weeks during the active growing season, or as directed by the Engineer or Owner.

3.02 FINAL CLEANING

- A. "Clean," for the purpose of this section, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by material sweepers and vacuums.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.01 above.

C. Site:

- 1. Unless otherwise specifically directed by the Owner or Engineer, broom clean paved areas on the site and public paved areas adjacent to the site.
- 2. Completely remove resultant debris.
- D. Schedule final cleaning as approved by the Owner or Engineer to enable the Owner to accept a completely clean Work.

3.03 CLEANING DURING OWNER'S OCCUPANCY

A. Should the Owner occupy the Work or any portion thereof, prior to its completion by the Contractor, and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Engineer or Owner in accordance with the Division 0 and Division 1 Specifications.

3.04 INTERVENTION OF OWNER

A. If the Contractor fails to clean up any debris which is deposited as a result of construction/demolition operations, or fails to mow grass as stipulated, the Airport Authority will, after attempting one notification, immediately do so and the cost thereof will be charged to the Contractor at the rate of two hundred and fifty dollars (\$250.00) per hour, per machine and per person additively. The Contractor shall assume full responsibility for failure to perform clean up operations required.

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DIVISION 1 - SECTION 01770

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures and requirements for closing out the Work.
 - 1. Closeout submittals.
 - 2. Final cleaning.
 - 3. Record Documents.
 - 4. Substantial completion.
 - 5. Final inspection.
 - 6. Final payment.
 - 7. Warranties.

1.02 RELATED REQUIREMENTS AND SECTIONS

A. Section 01100 - Summary of Work, Sequence of Construction & Liquidated Damages.

1.03 CLOSEOUT SUBMITTALS

- A. Record documents of the constructed work.
- B. Certificate of Occupancy.
- C. Warranties: This Section and applicable Sections of these Specifications.
- Contractors Affidavit of Payment of Debts and Claims and Contractors Affidavit of Release of Liens.
- E. Consent of Surety to Final Payment.
- F. As-built drawings.

1.05 FINAL CLEANING

A. Clean work and storage areas free of trash. Broom clean and hose wash walks and pavements.

1.06 RECORD DOCUMENTS

- A. Definition:
 - 1. Dimensioned drawings showing in-place components and systems measured as accurately as practicable.
 - 2. Product data and other documents clearly identifying proprietary product and equipment incorporated into the Work.
- B. Maintain at job site one record copy of:
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- 3. Addenda.
- 4. Approved shop drawings.
- 5. Contract Modifications.
- 6. Field test records.
- 7. Meeting minutes (notes).
- C. Make documents available at all times for inspection by Engineer and Owner.
- D. Marking Devices:
 - 1. Use colored felt marking pens for marking prints and product data.
- E. Label each document "PROJECT RECORD" in 1" high printed letters.
- F. Record information concurrent with construction progress. Do not conceal any work until required information has been recorded.
- G. Submittal of Record Documents:
 - 1. At completion of the Work, deliver Record Documents to Owner or Engineer with request for Final Payment.
 - 2. Accompany submittal with transmittal letter indicating:
 - a. Date
 - b. Project title
 - c. Contractor's name and address
 - d. Title and number of each record document
 - 3. Submit one reproducible copy and one electronic copy of Record Documents, and provide one copy of other Record Documents.
 - 4. Provide one AutoCAD Diskette

1.07 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work to be substantially complete as defined in Conditions of the Contract, Contractor shall prepare and submit a list (punch list) of items to be completed or corrected. Upon receipt of Contractor's list, Owner or Engineer will decide if the Work is substantially complete and, if necessary, will prepare a supplemental list (punch list) of items to be completed or corrected.
- B. Failure to include items on the punch list does not alter responsibility of Contractor to complete work according to Contract Documents.
- C. Before Owner or Engineer issues a Certificate of Substantial Completion, Contractor shall provide certificate of Use and Occupancy and evidence of approval from applicable governing authorities.

1.08 FINAL INSPECTION

- A. When Owner or Engineer receives written notice that the Work is ready for final inspection, and when final application for payment is received, Owner or Engineer shall promptly inspect to determine if the Work complies with the Contract Documents.
- B. Provide Owner or Engineer with written status report of each punch list item before final inspection.

1.09 FINAL PAYMENT

A. Final payment will be made to contractor by Owner within 45 days after:

- 1. Completion of the Work.
- 2. Acceptance by Owner and Engineer of all work performed under the Contract.
- 3. Receipt of Project Record Documents.
- 4. Receipt of O & M data, manufacturer's instructions, service manual, parts manual, warranties, and other closeout submittals specified. O & M data must include a list of recommended vendors for any non-standard replacement parts and must include a detailed Preventative Maintenance guide with a schedule of suggested efforts.
- 5. Preparation by Contractor and approval of Owner of final statement of cost of the completed Work. Final statement shall indicate:
 - a. Original Contract Sum.
 - b. Previous Change Orders.
 - c. Deductions for liquidated damages.
 - d. Other applicable adjustments to Contract Sum.
 - e. Total Contract Sum as adjusted.
 - f. Previous Payments.
 - g. Final payment remaining due.
- 6. Upon completion by Contractor of work covered by Contract Documents, and before final payment to Contractor for work performed, Contractor shall deliver to Owner an affidavit, indicating that all labor and material used on or for execution of the Work has been paid.

1.10 WARRANTIES

- A. Provide duplicate notarized copies of warranties required by Contract Documents. Accumulate executed documents by subcontractors, suppliers, and manufacturers; provide table of contents and assemble in binder with durable plastic cover properly titled.
- B. Warranties are in addition to and not a limitation of other rights Owner may have against Contractor under the Contract Documents.
- C. Contractor shall bear costs of correcting work not complying with warranty requirements.
- D. Duration of warranties required by individual Sections shall indicate minimum times and shall not relieve Contractor of obligations required under applicable statutes or other Conditions of the Contract.
 - Warranty period begins on date of Substantial Completion, except where modified by Conditions of the Contract.
 - 2. Warranties are non-prorated unless stated otherwise in these Specifications.
- E. Manufacturer's warranties shall be backed by assets of manufacturer and not a third party.
- F. Warranties shall be transferable.
- G. Submit warranties to Owner or Engineer for verification and submittal to Owner with Contractor's final Application for Payment.
- H. Re-submit warranties that do not comply with Contract Documents.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

DIVISION 1 – SECTION 01771

AFFIDAVIT OF CONTRACTOR

STATE OF			
COUNTY OF			
		, being du	ally sworn according to Law,
(Name of Affiant)			
deposes and says that he is the	(Tit	· ·	ofof, the Contractor, in a
(Name of Construction contract entered into between the Co	ontractor and Me	mphis-Shelby County	Airport Authority, the Owner
for the construction of <u>Charles Baker Runway Par</u>			
01, and that he is authorized to and does make thi	s Affidavit on be	ehalf of said Contractor	r in order to induce the Owne
to make payment to the Contractor, in accordance	e with the provisi	ons of the said Constr	uction Contract.
construction of the facilities have been paid subcontractors and DBE subcontractors that f construction and the kind of kinds of material and Affiant further certifies that he/she is familiar with Project referenced above and attests that no asbet the process of constructing or incorporated into the	furnished any m d/or services so for the materials usestos-containing	naterial and/or service urnished are as listed has sed in the construction materials, either friabl	es in connection with such nereinafter. of and incorporated into, the
the process of constructing or incorporated into the	ne construction o	i tile Froject.	
		(Signature of Af	fiant)
Sworn to and subscribed before me this	day of		20
(Notary Public)			
My commission expires:			

Name of Entity

Kind of Material and/or Service

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MSCAA 22-1458-01

END OF SECTION 01771

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DIVISION 1 – SECTION 01772

FINAL LIEN WAIVER AND RELEASE PRIME CONTRACTOR

STATE OF TENNESSEE COUNTY OF SHELBY

COUNT OF SHELDT			
The undersigned (hereinafter "Contractor") has entered into a Contract with the Memphis-Shelby County Airport Authority ("Owner") for the construction of improvement known as the:			
Charles Baker Runway Pavement Improvements - Construction Memphis International Airport MSCAA Project No. 22-1458-01 (hereinafter "the Project").			
Upon the receipt of the sum of \$			
The undersigned certifies and warrants that it has complied with all federal, state and local tax laws, including Social Security laws and Unemployment Compensation laws and workers' compensation laws insofar as applicable to the performance of the Project. Further, the undersigned certifies and warrants that it has paid all of its subcontractors, vendors, and materialmen for services rendered in connection with the construction and improvement of the Project and that all labor, materials and equipment are free and clear of claims, security interests, indebtedness or encumbrances. The undersigned agrees to indemnify and hold harmless the Owner and the Engineer from and against any and all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from any non-payment by the undersigned to any subcontractor, laborer, wendor or materialman for the Project.			
As of this date, no mechanics' or materialmen's liens have been filed of record arising out of or related to the work performed by the undersigned.			
Given under hand and seal this day of, 20			
CONTRACTOR			
By:			
Title:			

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, a notary public of the sta	ate and county mentioned, personally appeared
, with	h whom I am personally acquainted, and who, upon oath, acknowledged
such person to be	, an officer authorized to execute the instrument, of
, tl	he within named bargainor, a corporation, and that such officer, as such
, executed the foregoing	instrument for the purposes therein contained, by personally signing the
name of the corporation as	
Witness my hand and seal, at office,	e, this, 20
	Notary Public
My Commission Expires:	

DIVISION 1 – SECTION 01774

CONTRACTOR WARRANTY FORM

PROJECT:	MSCAA Project No. <u>22-1458-01</u> , <u>Charles Baker Runway Pavement Improvements - Construction</u>			
LOCATION:	Memphis International Airport, Shelby County, Tennessee			
OWNER:	Memphis-Shelby County Airport Authority			
We	, Contractor			
(Company Name) for the above-reference project, do hereby warrant all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year.				
This warranty co	mmences on and expires on			
This warranty co	vers that portion of the project described below:			
	ALS, LABOR, AND EQUIPMENT IN CONNECTION WITH THE CONSTRUCTION OF IES OF THE ABOVE REFERENCED CONTRACT.			
The Contractor shall promptly correct all defective Work to comply with the Contract Documents whether observed before or after the substantial completion date and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting defective Work.				
If, within one (1) year after the substantial completion date, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or warranty required by the Contract Documents, any of the Work is found to be defective and not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner, or the Engineer to do so.				
All defective or non-conforming Work shall be removed from the site of the Work if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor also shall bear the cost of making good all work of other contractors destroyed or damaged by removal or correction of the defective Work of Contractor.				
If the Contractor fails to timely and properly correct defective Work, the Owner may correct it and hold the Contractor liable for all costs, expenses and damages, including attorney's fees and litigation costs incurred by Owner in correcting it.				
In addition to the foregoing warranty, a warranty period of one (1) year shall apply under the same terms and conditions as the original warranty, to any work, supplied in correction of defective work under warranty pursuant to the provisions of this Section 17.04 and the Contractor shall assign to the Owner any warranties, including extended warranties, which are available in connection with the performance of such correction of defective Work. The warranty period shall commence on the date the Owner accepts the corrective Work of the Contractor.				
DATE:	FOR:			
	(Company Name)			
	BY: TITLE:			

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DIVISION 1 – SECTION 01775

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

To: Memphis-Shelby County Airport Authority 2491 Winchester Road, Suite 113 Memphis, TN. 38116-3856

Regarding Contract for: Charles Baker Runway Pave	rement Improvements - Construction	
Project: 22-1458-01		
Dated:		
In accordance with the provisions of the Contract be	etween the Owner and the Contractor as indicated above, the	ne
(here insert name and add	dress of Surety Company)	
	, SURETY COMPA	NY,
on bond of (here insert name and add		
(here insert name and add	dress of Contractor)	
	, CONTRACTOR,	
	ractor and agrees that final payment to the Contractor she to Memphis-Shelby County Airport Authority, OWNER.	
IN WITNESS WHEREOF,		
the Surety Company has hereunto set its hand this	day of, 20	
	0	
	Surety Company	
Attest:	Signature of Authorized Representative	
Attest: (Seal):		
	Title	

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DIVION 1 – SECTION 01783

ELECTRICAL CHARACTERISTICS, CAPACITIES AND WIRING DIAGRAMS

PART 1 GENERAL

1.01 SUMMARY

A. This section describes the electrical characteristics, sizes, capacities, ratings and wiring diagrams required of electrically operated equipment.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to Division 0, Division 1 and other Sections of these Specifications.

1.02 SUBMITTALS

- A. Furnish with each item of electrically operated equipment a wiring diagram showing all necessary electrical connections required to operate the equipment properly, in accordance with drawing and specification requirements.
- B. Furnish a composite wiring diagram showing all necessary interlock and related wiring between the various items of electrically operated equipment and their controls, as required to operate interlocked equipment as specified in other sections of these specifications and as indicated.

1.03 CAPACITIES, RATINGS, SIZES, AND OTHER REQUIREMENTS NOT SPECIFIED:

- A. For all items of material and/or equipment, the capacities, ratings, sizes, and other requirements thereof not specified shall be as indicated on the Contract drawings.
- B. Where capacities, ratings, sizes, and other requirements for materials and/or equipment is neither specified nor indicated on the Contract drawings, refer each case to the Owner or Engineer before ordering the materials and/or equipment involved, or proceeding with the work involved. The Owner's or Engineer's decision shall govern.

1.04 ELECTRICAL CHARACTERISTICS AND SIZES OF ELECTRICALLY OPERATED EQUIPMENT

- A. Each electrically operated item furnished under this contract shall operate proper on the electrical supply to which it is to be connected, as indicated on the electrical drawings.
- B. All electrically operated equipment shall operate on a 60 hz alternating current supply, unless otherwise indicated. Prior to delivery to the job site, it shall be the joint responsibility of the Contractor under the applicable section and the equipment supplier to determine from the electrical drawings the characteristics of the electrical supply indicated to each individual electrically operated item, and to furnish each electrically operated item accordingly.
 - 1. Where electrical characteristics are specified hereinafter, verify them from the electrical drawings. In the case of discrepancy between the specifications and the electrical drawings, the Electrical drawings shall govern.
 - 2. Where electrical characteristics cannot be determined from the electrical drawings, refer each case to the Owner or Engineer, and the Owner's or Engineer's decision shall govern.

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DIVISION 1 – SECTION 01784

MANUFACTURER'S SUPERVISION

1.01 DESCRIPTION

- A. Work included:
 - 1. Furnishing Manufacturer's Supervision
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to Division 0, Division 1, and other Sections of these Specifications.

1.02 SERVICES

A. Furnish the services of authorized qualified manufacturer's representatives as required to supervise the installation, testing, initial starting, adjusting, and initial operation of each equipment item or any other item designated by the Contract Documents and included in this Contract.

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SPECIFICATIONS



CHARLES BAKER AIRPORT RUNWAY PAVEMENT IMPROVEMENTS

MSCAA PROJECT NO. 22-1458-01 GARVER PROJECT NO. 22A20280

ISSUED FOR BID

Prepared For:

Memphis-Shelby County Airport Authority

February 2024



00 00 01 CERTIFICATIONS

RUNWAY PAVEMENT IMPROVEMENTS GARVER PROJECT NO. 22A20280 CLIENT PROJECT NO. 22-1458-01

I hereby certify that the applicable portions of this project plans and specifications were prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Project State.

SEAL AND SIGNATURE	APPLICABLE DIVISION OR PROJECT RESPONSIBILITY
Susana Cook, P.E. Susana Cook, P.E. Commerce Commerce	Project Manager Civil Engineer
Jared Parr, P.E. Jared Parr, P.E. AGRICULTURE AGRICULTURE AGRICULTURE AGRICULTURE Digitally Signed:	Electrical Engineer

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Memphis-Shelby County Airport Authority Runway Pavement Improvements

TABLE OF CONTENTS

	<u>Descriptio</u>	o <u>n</u>	Page No.
I.	SUPPLEMEN	NTAL SPECIFICATIONS	
	SS-101 SS-110 SS-120 SS-300 SS-301 SS-310 SS-403	Safety Plan Compliance Document (SPCD) Standard Specifications Construction Safety and Security Basic Electrical Requirements Electrical Demolition and Rehabilitation Work Airport Lighting Systems Asphalt Pavement	SS-101-1 SS-110-1 SS-120-1 SS-300-1 SS-301-1 SS-310-1 SS-403-1
II.	TECHNICAL	SPECIFICATIONS	
	A. CIVIL C-100 C-102 C-105 C-110 P-101 P-152 P-153 P-154 P-209 P-605 P-608-R	Contractor Quality Control Program (CQCP) Temporary Air and Water Pollution, Soil Erosion, and Siltation Control Mobilization Method of Estimation Percentage of Material Within Specification Limits Preparation and Removal of Existing Pavements Excavation, Subgrade, and Embankment Controlled Low-Strength Material (CLSM) Subbase Course Crushed Aggregate Base Course Joint Sealants for Pavements Rapid Cure Seal Coat	C-100-1 C-102-1 C-105-1 (PWL) C-110-1 P-101-1 P-152-1 P-153-1 P-154-1 P-209-1 P-605-1 P-608-1
	P-610 P-620 D-701 D-705 D-752 T-901 T-904 T-905	Concrete for Miscellaneous Structures Runway and Taxiway Marking Pipe for Storm Drains and Culverts Pipe Underdrains for Airports Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures Seeding Sodding Topsoil	P-610-1 P-620-1 D-701-1 D-705-1 D-752-1 T-901-1 T-605-1
	B. ELECT	TRICAL	
	L-108 L-110 L-115 L-125	Underground Power Cable for Airports Airport Underground Electrical Duct Banks and Conduits Electrical Manholes and Junction Structures Installation of Airport Lighting Systems	L-108-1 L-110-1 L-115-1 L-125-1

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ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

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Contractor Safety Plan Compliance Documents

Ow	Owner Name: MEMPHIS SHELBY COUNTY AIRPORT AUTHORITY		HORITY	
Air	port:	Charles Baker Airport (2M8)		
Pro	eject Description:	Runway 18-36 Rehabilitation		
Coi	ntractor:			
tha mu prir Co	t he/she will compl st be fully explain ncipal or owner in ntractor and subm	v corresponds to a specific section of the approved y with each section of the approved CSPP. Each of the an attachment to the SPCD. The document the Contractor's company. All other requested in itted to the Engineer for approval as part of the SF	certified section with a "no" response ent shall be signed and dated by a formation shall be completed by the PCD.	
1. "Coc		Coordination: This project shall be complete pproved Construction Safety and Phasing Plan.	ed in accordance with Section i	
	Owner: MEMPH Contact:	IIS SHELBY COUNTY AIRPORT AUTHORITY	Phone:	
	Engineer: Project Mana Project Engir Construction Materials Tes	leer: Observer:	Phone: Phone: Phone: Phone:	
	Contractor: Project Mana Superintende Subcontracto LIST ALL	ent: ors:	Phone: Phone: Phone:	
2. the a		YesNoNoNoNoNoNoNoNoNoNoNoNoNoNoNoNoNoNo	•	
	pleted in accorda	Areas of Operations Affected by Constructince with Section 3 "Areas of Operations Affector Safety and Phasing Plan.		
		YesNo	<u> </u>	

		tion 4 "Protec		S): This project shall be completed in VAIDS)" of the approved Construction
		Yes	No	
5. "Contr			ccess: This project shall be co	ompleted in accordance with Section 5 sing Plan.
		Yes	No	<u></u>
6. "Wildli			gement: This project shall be oved Construction Safety and Ph	completed in accordance with Section 6 nasing Plan.
		Yes	No	
		tion 7 "Foreig		nt: This project shall be completed in gement" of the approved Construction
		Yes	No	
		ion 8 "Hazard		ent: This project shall be completed in agement" of the approved Construction
		Yes	No	
				: This project shall be completed in if the approved Construction Safety and
		Yes	No	
10. Sectio			Requirements: This project sts" of the approved Construction	shall be completed in accordance with n Safety and Phasing Plan.
		Yes	No	
11. 11 "Ur			d Utilities: This project shall be proved Construction Safety and	e completed in accordance with Section I Phasing Plan.
		Yes	No	
12. of the			is project shall be completed in and Phasing Plan.	accordance with Section 12 "Penalties"
		Yes	No	
13. "Speci			ditions: This project shall be co	ompleted in accordance with Section 13 sing Plan.
		Yes	No	
14.	Section 14 –			oject shall be completed in accordance

ISSUED FOR BID

with Section	n 14 "Runwa	y and Taxiway \	Visual Aids" of	the approved Cons	ruction Safety and Pha	sing Plan.
		Yes	No_		-	
	e with Sectio				s project shall be con ne approved Construct	
		Yes	No_		-	
					oe completed in accord Safety and Phasing Pla	
		Yes	No		-	
in accorda	ince with S				: This project shall be c Construction" of the	
		Yes	No_		-	
Approach "Protection	/ Departure of Safety Ar	e Surfaces: ⊤	his project s ee Areas, Obje	nall be completed ect Free Zones, and	reas, Object Free Zo in accordance with S Approach / Departure	ection 18
		Yes	No_		-	
					shall be completed in a truction Safety and Pha	
		Yes	No		_	
				oonses to the foregon Safety and Plan.	ing items are correct a	s marked,
Signed:						
· ·	Contractor's	s Authorized Re	presentative			
Date:						
	Print Name	and Title of Co	ntractor's Rep	resentative		

END OF ITEM SS-101

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ITEM SS-110 STANDARD SPECIFICATIONS

GENERAL

<u>110-1.1</u> The standard specifications of the Tennessee Department of Transportation (TNDOT) are bound in a book titled Tennessee Standard Specifications for Road and Bridge Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be obtained from TNDOT at their customary charge.

INCORPORATION AND MODIFICATION

- <u>110-2.1</u> Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.
- 110-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.
- 110-2.3 Individual material test numbers change from time to time. Use the latest applicable test.
- 110-2.4 Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

MEASUREMENT AND PAYMENT

110-3.1 Standard Specifications will not be measured for separate payment.

END OF ITEM SS-110

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ITEM SS-120 CONSTRUCTION SAFETY AND SECURITY

DESCRIPTION

120-1.1 This item covers safety and security for construction of the proposed improvements.

The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Construction Safety and Security."

The item "Construction Safety and Security" shall include:

- Lighted Barricades and Closed Taxiway and Runway Markers
- 2. Temporary Relocated Threshold
- 3. Temporary Signs
- 4. Lockout/Tagout Program
- 5. Airport Security Requirements
- 6. Airport Safety Requirements

CONSTRUCTION METHODS

120-2.1 Lighted barricades and closed taxiway and runway markers.

- a. The Contractor shall furnish, install, maintain, and remove closed taxiway and runway markers and lighted barricades in accordance with details on the plans and as directed by the Engineer. The closed taxiway and runway markers shall be aviation yellow, nylon-reinforced vinyl. The markers shall be secured to the pavement/ground as shown on the plans and as directed by the Engineer. The lighted barricades shall be constructed and installed as shown on the plans. All lighted barricades and closed taxiway and runway markers shall be constructed in accordance with AC 150/5370-2G Operational Safety on Airports During Construction.
- b. All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels and lighted runway closure markers will not be measured for separate payment, but will be considered subsidiary to the bid item "Construction Safety and Security."
- 120-2.2 Temporary Relocated Threshold. Before commencing work within the air operations areas the Contractor shall temporarily relocate the Runway 18-36 threshold as shown in the Plans. The Contractor shall furnish, install and maintain the temporary threshold in accordance with details on the Plans. The Contractor shall accomplish the relocation of the threshold within one 8-hour work shift. The Contractor shall remove the temporary threshold when work is complete within the safety area, and as directed by the sequence of construction in the Plans.
- a. Before relocating the threshold, the Contractor shall perform a Megger test from the regulator serving the runway in the presence of the Owner/Engineer. Data from the test shall be reported in writing to the Owner/Engineer. The Contractor shall determine the appropriate method of disabling the lights on the closed portion of the runway and shall verify the circuit prior to re-energizing. Strict adherence to OSHA Lockout/Tagout procedures is mandatory. The Contractor will be held responsible for any damage to the lighting system caused by his operations. Following restoration of the lighting system to its original/final configuration, the Megger test procedure shall be repeated by the Contractor in the presence of the Owner/Engineer, and the results of the test reported in writing to the Owner/Engineer.
- b. All work involved in the furnishing, fabrication, installation, maintenance, and removal of the temporary relocated threshold will not be measured for separate payment but will be considered subsidiary

to the bid item "Construction Safety and Security."

120-2.3 Temporary signs. The Contractor shall furnish, install, maintain, and remove temporary signs in accordance with details on the plans and as directed by the Engineer. All temporary signs shall be constructed in accordance with AC 150/5370-2 Operational Safety on Airports During Construction, latest edition. All work involved in the furnishing, installation, maintenance, and removal of temporary signs will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

- **120-2.4 Lockout** / **tagout program**. The Contractor shall submit a complete copy of an electrical energy source Lockout/Tagout Program in accordance with Part 1910 Occupational Safety and Health Standards (OSHA) Subpart S Electrical, that meets the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335. Implementation of the Lockout/Tagout Program and the related safety requirements are the sole responsibility of the Contractor.
- **120-2.5 Airport security requirements.** The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."
- **120-2.6 Airport safety requirements.** The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

MEASUREMENT AND PAYMENT

120-3.1 Construction safety and security will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Construction Safety and Security", which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-120-3.1 Construction Safety and Security – per Lump Sum

END OF ITEM SS-120

ITEM SS-300 BASIC ELECTRICAL REQUIREMENTS

DESCRIPTION

- **300-1.1** This item shall consist of furnishing and installing complete electrical systems as defined in the plans and in these specifications. The work includes the installation, connection and testing of new electrical systems, equipment and all required appurtenances to construct and demonstrate proper operation of the completed electrical systems.
- **300-1.2** The Contractor shall maintain current copies of all referenced and applicable standards on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.
- **300-1.3** This work shall consist of lockout/tagout and constant current regulator calibration procedures at the airport electrical vault in accordance with the design and details shown in the plans and in compliance with these specification documents.

EQUIPMENT AND MATERIALS

300-2.1 Standards.

to:

- a. Applicable National Fire Protection Association (NFPA) codes, including but not limited
 - (1) NFPA 70 National Electrical Code.
 - (2) NFPA 70E Standard for Electrical Safety in the Workplace.
 - (3) NFPA 101 Life Safety Code.
 - (4) Internet Website: http://www.nfpa.org
 - b. Applicable Code of Federal Regulations (CFR) codes, including but not limited to:
 - (1) 29 CFR 1910 Occupational Safety and Health Standards (OSHA)
 - (2) 29 CFR 1926 Safety and Health Regulations for Construction.
 - (3) Internet Website: http://www.gpoaccess.gov/cfr/index.html
 - c. ANSI/IEEE C2 National Electrical Safety Code.
 - d. NECA 1 Standard for Good Workmanship in Electrical Construction.
 - e. Applicable Federal, State and Local Electrical Codes.
 - f. Applicable Federal. State and Local Energy Codes.
 - g. Applicable Federal, State and Local Building Codes.
 - h. Applicable Federal, State and Local Fire Codes.
 - i. Applicable City Electrical Code.
 - j. Applicable City Ordinances pertaining to electrical work.
 - k. Applicable Federal, State and Local Environmental, Health and Safety Laws and Regulations.

Contractor shall utilize the most current editions of standards, which are current at time of bid and as recognized by the Authority Having Jurisdiction for the respective standard.

300-2.2 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, current version on the date that the submittals are received by the Engineer. When an equipment advisory circular is being updated and two equipment lists for the same specific equipment are listed in the current certified equipment AC 150/5345-53 addendum, only that equipment qualified to the latest advisory circular will be acceptable.

b. Airport lighting equipment and materials shall also meet the Buy American Preference requirements in 49 USC 50101 and the Aviation Safety and Capacity Expansion Act. The equipment shall be approved and listed on the FAA "Equipment Meeting Buy American Requirements" list located at www.faa.gov/airports/aip/procurement/federal_contract_provisions/, current version on the date that the submittals are received by the Engineer, or the Contractor may submit a signed formal letter from the manufacturer that clearly lists the specific equipment, model number, location where it is manufactured, and statement certifying that the equipment and/or materials meet the Buy American Preference requirements.

- c. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer. All equipment and materials shall be new and meet applicable manufacturer's standards. All electrical components and products shall be tested and listed by an OSHA accepted, nationally recognized testing laboratory (NRTL) to conform to the standards indicated in these contract documents and to the industry standards required in the NEC, NEMA, IEEE, UL, and applicable FAA advisory circulars.
- d. 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.
- e. 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 or 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.
- f. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents plans and specifications. The Engineer reserves the right to reject all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.
- g. 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.
 - (1) All LED light fixtures, except for obstruction lighting, shall be warranted by the manufacturer for a minimum of 4 years after date of installation, final acceptance testing by the Engineer, and Owner's beneficial use of the equipment, inclusive of all electronics. Refer to FAA Engineering Brief No. 67D for additional requirements.
- h. After approval of submitted equipment, the Contractor shall supply the following Operation and Maintenance Manual documentation to the Owner. Two (2) complete sets of documentation shall be supplied for each model of equipment. The documentation shall be securely bound in heavy-duty 3-ring binders. The information for each piece of equipment shall be indexed using typewritten label tabs. The spine of each binder shall have a typewritten label, which indicates the included equipment types. The documentation shall include:

- (1) Approved Submittals and Shop Drawings
- (2) Cable Splicer Qualifications, Type and Voltage
- (3) State Contractors License with Electrical Classification
- (4) Master, Journeyman and Apprentice Electrician Licenses and Certifications
- (5) Lockout/Tagout Program
- (6) Installation Manuals
- (7) Operation Manuals
- (8) Maintenance Manuals
- (9) Parts Lists, including recommended spare parts. Recommended spare parts shall be furnished with the respective equipment.
- (10) Ground Rod Impedance Test Reports
- (11) Cable Pulling Tension Value Logs
- (12) Insulation Resistance Test Reports
- (13) Regulator Load and Calibration Reports for testing, checking and adjusting all regulators in the electrical vault
- i. After approval of the O&M Manuals, the Contractor shall provide three (3) complete electronic copies of all documentation in Adobe PDF file format on CD-R (non-rewriteable) discs storage media. The electronic files shall contain searchable text and include a hyperlink index for ease in locating information with the PDF file.
- j. All requirements herein Item SS-300 shall be applicable to all referenced sections in these contract documents and applicable to all sections, which reference Item SS-300.
- k. The Contractor is the single source of responsibility for the installation and integration of the airport's lighting, power, and control systems. New airport lighting equipment and materials shall be fully compatible with all other new and existing airport lighting equipment and systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

300-2.3 Operation and maintenance data.

Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment. Provide bound hard copies and electronic copies as noted in section 300-2.2.

- a. Certificate of Substantial Completion, Release and Contractor's Affidavit, executed copies.
- b. Final approved equipment submittals, including product data sheets and shop drawings, clearly labeled.
- c. Installation manuals: Description of function, installation and calibration manuals, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
- d. Operations manuals: Manufacturer's printed operating instructions and procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; and all programming and equipment settings.

e. Maintenance manuals: Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.

- f. Service manuals: Servicing instructions and lubrication charts and schedules, including the names and telephone numbers of personnel to contact for both routine periodic and warranty service for equipment and materials provided under this Specification.
- g. Final test reports, clearly labeled, including but not limited to, insulation resistance test reports, ground rod impedance test reports, cable pulling tension values logs, and equipment certification tests.
 - h. Final certified calibration sheets for all equipment and instruments.
- i. Preventive maintenance programs for the visual aid facilities and equipment installed in this project, including the applicable equipment sections within Chapter 5 "Preventive Maintenance" from AC 150/5340-26 (latest edition) "Maintenance of Airport Visual Aid Facilities".

300-2.4 Wire.

Unless otherwise indicated, conductors No. 10 AWG and smaller shall be solid, and conductors No. 8 AWG and larger shall be stranded.

For electrical work of 600 volts or less, all conductors, terminations, terminal blocks, lugs, connectors, devices and equipment shall be listed, marked, and rated 75 degrees C minimum unless otherwise noted.

Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Pull ropes and pull wires shall have sufficient tensile strength for the cable(s) to be pulled and installed. Damaged cable or raceway shall be replaced at no additional cost to the Owner. Calculate and do not exceed the maximum allowable pulling tension or maximum allowable sidewall bearing pressure for all conductors and cables.

Install pull wires in empty raceways. Use a polypropylene plastic line with not less than 200-pound tensile strength. Secure and leave at least 12 inches of slack at each end of pull wire to prevent it from slipping back into the conduit. Cap spare raceways with removable tapered plugs, designed for this purpose.

300-2.5 Concrete. Concrete shall conform to Item P-610, Concrete for Miscellaneous Structures, with a minimum 28-day compressive strength of 4000 PSI (unless otherwise noted) using 1-inch (25-mm) maximum size coarse aggregate, as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

CONSTRUCTION METHODS

300-3.1 Lockout/tagout program. The Contractor shall provide a complete copy of an electrical energy source Lockout/Tagout Program to the Owner, with copy to the Engineer. The document shall clearly identify the on-site master electricians and their contact information, including office and mobile telephone numbers.

The Lockout/Tagout Program shall comply with Part 1910 – Occupational Safety and Health Standards (OSHA) Subpart S – Electrical, and meet the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335.

Implementation of the Lockout/Tagout Program and all other related safety requirements are the sole responsibility of the Contractor.

300-3.2 Safety program. The Contractor shall implement an electrical safety program that complies with NFPA 70E and 29 CFR 1926.

Implementation of the Electrical Safety Program, determining and providing proper Personal Protective Equipment (PPE), training and enforcing personnel to wear the prescribed PPE, conducting work area safety inspections (including correcting deficiencies), and all other related safety requirements are the sole responsibility of the Contractor.

All work involved in the preparation and implementation of the safety program will not be measured for separate payment but will be considered subsidiary to the lockout/tagout bid item.

300-3.3 Preconstruction meeting.

A preconstruction meeting will be held with the Airport, FAA, Engineer and Contractor, prior to any work. Complete submittals and shop drawings will be submitted at this time for review. An equipment procurement schedule will be provided by the Contractor with an anticipated field construction start date. The progress construction schedule will be submitted for review each week and shall outline all installation, testing and demolition work.

300-3.4 General.

The drawings and specifications are complementary; any work required by one, but not by the other, shall be performed as though required by both.

The Contractor shall maintain copies of all equipment installation manuals on site during construction.

The electrical plans do not give exact locations, etc., and do not show all the offsets, control lines, junction boxes, and other installation details. Each Contractor shall carefully lay out his work at the site to conform to the job conditions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and thereby to provide complete operating systems.

The electrical plans show diagrammatically the locations of the various electrical outlets and apparatus and the method of circulating and controlling them. Exact locations of these outlets and apparatus shall be determined by reference to the general plans and to all detail drawings, etc., by measurements at the buildings, and in cooperation with other crafts, and in all cases shall be subject to the approval of the Engineer. The Engineer reserves the right to make any reasonable change in location of any outlet or apparatus before installation, without additional cost to the Owner.

These Specifications and the accompanying Drawings are intended to cover systems which will not interfere with the structure of the buildings, which will fit into the several available spaces, and which will insure complete and satisfactory systems. Each bidder shall be responsible for the proper fitting of his material and apparatus into the buildings.

Should the particular equipment which any bidder proposes to install require other space conditions than those indicated on the Drawings, he shall arrange for such space with the Engineer before submitting his bid. Should changes become necessary because of failure to comply with this clause, the Contractor shall make such changes at the Contractor's expense.

Should the particular equipment which any bidder proposes to install require other installation methods, such as larger light base junction structures, etc., he shall include all such equipment and appurtenances in his bid. Should changes become necessary because of failure to coordinate equipment requirements and comply with this clause, the Contractor shall make such changes at the Contractor's expense.

The Contractor shall be responsible to see that each party furnishes electrical equipment which meets the electrical requirements specified herein and that all systems work together to produce the specified operation.

Where two or more units of the same kind or class of equipment are required, these shall be products of a single manufacturer; however, the component parts need not be the products of one manufacturer.

Each Contractor shall submit working scale drawings of all his apparatus and equipment which in any way varies from these Specifications and Plans, which shall be checked by the Engineer and approved before the work is started, and interferences with the structural conditions shall be corrected by the Contractor before the work proceeds.

Electrical equipment, such as switchgear, switchboards, panelboards, load centers and other power supply equipment, shall not be used as a common enclosure, pull box or junction box for routing conductors of different systems, unless the equipment is specifically designed for this purpose and indicated as such on the Plans.

All electrical equipment shall be securely mounted as indicated in the plans, as required by the contract specifications, as required by guidelines and codes, and as required by the manufacturer using hardware compliant with the environmental conditions.

Interior components of electrical enclosures shall be securely mounted using appropriate hardware within the enclosure. Adhesives or adhesive tapes/strips are not allowed and are prohibited.

Electrical components, including but not limited to, relays, circuit boards, electronics, etc., shall be installed within approved enclosures.

The Contractor shall keep ends of conduits, including those extending through roofs, equipment and fixtures covered or closed with caps or plugs to prevent foreign material from entering during construction.

Where portions of raceways are known to be subjected to different temperatures, where condensation is a problem, and where passing from interior to exterior of a building, the portion of raceway or sleeve shall be filled with an approved material to prevent the circulation of air, prevent condensation, and prevent moisture entry. Sealing of raceways shall not occur until after the conductors and cables have been installed, tested and accepted by the Engineer.

The Contractor shall install any temporary lines and connections required to maintain electric services and safely remove and dispose of them when complete.

All temporary wiring shall conform to OSHA standards. Remove temporary services when work is complete. Any damage to electrical equipment caused by the Contractor shall be repaired at no cost to the Owner.

All non-current carrying parts and neutrals shall be grounded as indicated on the Drawings or as required by the Codes.

White and/or gray outer finish conductors may only be used as grounded conductors or neutral conductors in accordance with NEC.

Install insulated green equipment grounding conductors with all feeder and branch circuits.

Provide separate insulated equipment grounding conductors from grounding system to each electrical equipment, telecommunication equipment, other special electrical system equipment, and appurtenance item location in accordance with NFPA 70 and other applicable standard requirements.

The bidder shall inspect the site, thoroughly acquaint himself with conditions to be met and work to be accomplished. Failure to comply with this shall not constitute grounds for any additional payments.

Where electrical equipment is installed that causes electrical noise interference with other systems either existing or installed under this contract, the offending equipment shall be equipped with isolating trans-

formers, filters, reactors, shielding, or any other means as required for the satisfactory suppression of the interferences, as determined by the Engineer.

All junction boxes, expansion joints, flexible connections, instruments and similar items requiring servicing or repairs shall be installed in an accessible location.

All salvage and equipment removed by the work shall remain the property of the Owner. Material removed from the project shall be stored on the project site where and as directed. Debris shall be removed from the job site and disposed of by the Contractor.

The Contractor shall maintain his work area clean and orderly at all times. Debris shall be removed promptly. The electrical system shall be thoroughly cleaned inside and outside of all enclosures to remove all metal shavings or other work debris, dust, concrete splatter, plaster, paint and lint.

The Contractor shall do all excavating and backfilling made necessary by electrical work and shall remove all surplus or supply any earth required to establish the proper finished grade.

The Contractor shall do all cutting and patching made necessary by electrical work, but in no case shall he cut through or into any structural member without written permission of the Engineer.

All steel conduits, supports, channels, fittings, nuts, bolts, etc. shall be galvanized, corrosion-resistant type unless otherwise noted.

An approved anti-seize compound shall be used on all threads to prevent equipment and thread damage.

Equipment shall be installed in accordance with manufacturer's recommendation. Make all final electrical connections and coordinate all items with other trades.

Correct unnecessary damage caused due to installation of work, brought about through carelessness or lack of coordination. All openings, sleeves, and holes to be properly sealed, fire proofed and waterproofed. Any water leaks arising from project construction will be immediately corrected to the satisfaction of the Owner and the Engineer.

300-3.5 Power supply equipment. Electrical equipment, such as switchgear, switchboards, panelboards, load centers, and other power supply equipment, shall not be used as a common enclosure, pull box or junction box for routing conductors of different systems, unless the equipment is specifically designed for this purpose and indicated as such on the Plans.

If shown in the plans, the power supply equipment shall be set on concrete housekeeping pads to provide a minimum space of 3-1/2 inches between the equipment and the floor. All equipment shall be secured to the floor or wall in accordance with the manufacturer's recommendations and these contract document requirements.

300-3.6 Duct and conduit. Conduits shall be galvanized rigid steel unless otherwise indicated or specified. Refer to one-line diagram conduit notes for specific requirements.

Conduit runs shall be one trade size continuously with no reducers allowed. Changing of conduit size is only permitted at manholes, handholes, and boxes and conduit bodies used as outlet, device, junction, or pull boxes, including approved, listed fittings with removable covers.

Use an approved, listed adapter/coupling to convert to other types of conduit. Reducer couplings are not allowed.

For underground service entrance, feeder and branch circuit raceways, offsets and bends over 30 degrees and elbows in Schedule 40 PVC conduit runs shall be Schedule 80 PVC conduit.

Underground service entrance PVC conduits shall be concrete encased unless otherwise noted. Underground PVC conduits shall be concrete encased under driveways, roadways, parking lots and other paved areas.

Non-encased conduits shall convert to concrete encased ducts under all paved areas and shall extend at least 3 feet beyond the edges of the pavement unless otherwise noted.

The Contractor shall provide a staked centerline or offset for the duct and manhole system - utilizing the drawings and a site inspection of the existing grounds, grades and utility crossings. The Owner and Engineer shall approve the staking plan that shall be indicated on a drawing submitted for approval before starting any excavation for the ducts. The staking plan shall indicate the proposed location, elevation and dimensions of manholes and handholes. The Engineer reserves the right to adjust duct, manhole and handhole locations and elevations before installation at no additional cost to the Owner.

The bottom surface of trenches shall be essentially smooth and free from coarse aggregate.

Install grounding-and-bonding type bushings and bonding jumpers on all service entrance conduits and on all feeder and branch circuit conduits.

Use conduit bushings at each conduit termination. Where No. 4 AWG or larger ungrounded wire is installed, use insulated bushings.

When EMT is allowed, utilize only steel compression fittings. Die-cast and set-screw fittings shall not be used.

Use double lock nuts at each conduit termination. Use weather tight hubs in damp and wet locations. Sealing lock nuts shall not be used.

Grounding continuity to rigid metal conduit shall be accomplished by grounding bushings/adapters with lugs for connection to grounding counterpoise and/or grounding electrode conductor as defined by NEC.

All exposed wiring shall be run in not less than 1/2 inch (12 mm) galvanized rigid steel conduit. All conduits shall be installed to provide for drainage. Conduit shall be attached to wooden structures with galvanized pipe straps and fastened with galvanized wood screws not less than No. 8 nor less than 1-1/4 inches (31 mm) long. There shall be at least two fastenings for each 10-foot (3 m) length.

Existing ducts may require clearing before use. It is the responsibility of the Contractor to locate the existing ducts, identify empty or partially empty conduits and clear the conduits as required. Where new cable is to be installed in existing duct, the full length of the duct shall be cleared of debris by mechanical means before the installation of the new cable. Acceptable methods of clearing existing ducts include "hydro-jetting" and "roto-rooting." All existing cables in each re-used duct shall be replaced for the length of the duct and properly spliced in a method approved by the Engineer. Clearing of existing duct banks or conduits is incidental to the cable pay item.

Dedicated ground rods shall be installed and exothermically welded to the counterpoise wire at each end of a duct bank crossing under pavement.

For concrete markers, the impression of letters shall be done in a manner, approved by the Engineer, to affect a neat, professional appearance. The letters shall be stenciled neatly. After placement, all markers shall be given one coat of high-visibility aviation orange paint, as approved by the Engineer.

Existing concrete markers or survey pins for runway thresholds, duct/conduit/cable/splice markings, utility line markings, taxiway points of tangency markings, or other similar items shall be removed and reinstalled or replaced, depending on the project work requirements, as required by a registered professional surveyor to the satisfaction of the Owner and the Engineer.

300-3.7 Junction boxes.

Junction cans shall have both internal and external ground lugs. Size (diameter) and depth shall be as specified in the plans.

Galvanized cans shall have an external ground lug for mechanical connection/bolting ground clamps bonding. Stainless steel cans shall have an external stainless-steel rod for exothermic weld bonding.

300-3.8 Concrete structures.

For concrete structures, each cover and frame shall be galvanized and have a spring assisted, latching mechanism allowing one individual to open the manhole hinged cover(s) using the recessed lifting handles. Covers shall be secured by stainless steel penta-head bolts.

300-3.9 Backfill, compaction, and restoration. Refer to the backfill, compaction and restoration requirements within Item P-152 where other compaction requirements are specified (under pavements, embankments, etc.)

Trenches shall be backfilled and compacted in 6" layers to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D6938.

Backfilling from two directions will not be allowed. No backfilling will be accomplished without the approval of the Engineer or Construction Observer. The Contractor shall ensure all trenches are inspected prior to being covered and prior to encasement. Any uninspected trenches which are prematurely covered shall be exposed for inspection at the Engineer and Owner's convenience at no additional cost to the Owner. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD) and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

300-3.10 Cable and utility coordination. The existing and the proposed locations of lighting cable are approximate. The Contractor shall be responsible for field locating and identifying the existing lighting circuits to determine their exact routing. The Contractor shall also be responsible for maintaining the lighting systems in a working condition until the new lighting circuits have been installed and tested. The Contractor shall proactively and expeditiously accomplish this cable identification work prior to performing any modifications to the lighting circuits. Coordinate identification work with the Owner and Engineer and make all corrections, additions, etc. on the as-built drawings.

Underground cable and utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these cables and utilities on the Plans. All existing cable and utilities may not be shown on the Plans and the location of the cables and utilities shown may vary from the location shown on the Plans. Prior to beginning of any type of excavation, the Contractor shall contact the utilities, the airport maintenance staff, FAA field personnel and other organizations as required and make arrangements for the location of the utilities on the ground. The Contractor shall maintain the cable and utility location markings until they are no longer required.

The Contractor shall replace or repair any underground cable or utility that has been damaged by the Contractor during excavation to the satisfaction of the owner of the cable or utility at no additional cost to the Owner.

The Contractor shall be responsible for all coordination work associated with existing and new utilities, their marking, their identification, proposed outages/shutoffs, connections, cutovers, etc.

300-3.11 Wiring. The Contractor shall furnish all labor and materials and shall make complete electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code.

Provide color-coding for phase identification.

Colors for 240/120V Circuits:

- a. Phase A: Black
- b. Phase B: Red
- c. Neutral: White

Colors for 208Y/120V Circuits:

- a. Phase A: Black
- b. Phase B: Red
- c. Phase C: Blue
- d. Neutral: White

Colors for 480Y/277V Circuits:

- a. Phase A: Brown
- b. Phase B: Orange
- c. Phase C: Yellow
- d. Neutral: Gray

All new electrical cable shall be marked using color-coded plastic electrical tape, which is specifically designed for application on polyethylene-jacketed cable. The tape shall be applied as detailed on the Plans. Marking tape shall be Scotch 35 Vinyl Plastic tape or approved equal.

300-3.12 Marking and labeling. Properly identify all electrical equipment.

Wire/Cable Designation Tape Markers:

- a. Indoor Dry Locations: UL Recognized Materials, vinyl or vinyl-cloth, self-adhesive, wraparound, self-laminating, cable/conductor markers with computer printer-generated numbers and letters, minimum 1" width. Provide Brady B-427 with thermal transfer print type or approved equal.
- b. Outdoor Locations and Indoor Wet and Damp Locations: White polyolefin, non-adhesive, full circle, heat-shrinkable sleeve, cable/conductor markers with computer printer-generated numbers and letters, minimum 1" width. Provide Brady B-342 with thermal transfer print type or approved equal.
- **300-3.13** Removal and relocation of existing equipment. The Contractor shall carefully remove all salvageable equipment as indicated on the Plans. Any equipment which is damaged during the removal operation shall be subject to a reduction in payment for removal of the equipment. All equipment which is removed during this project shall be transported to a site on the Airfield or removed from the Airfield and properly disposed of as directed by the Owner and the Engineer.

The Contractor shall carefully relocate existing equipment as indicated in the Plans. Any equipment that is damaged during the relocation operation shall be replaced at no additional cost to the Owner.

Any existing electrical equipment, conduit, cables, etc. that is damaged during construction shall be replaced at no additional cost to the Owner to the satisfaction of the Owner and the Engineer.

300-3.14 5 kv and under 600v cable connections.

ISSUED FOR BID

Cable splicing/terminating personnel shall be licensed electricians who have the minimum continuous experience in terminating/splicing medium voltage cable as listed in Item L-108. The qualifications for these airfield lighting cable splicers shall be submitted for review and approval by the Engineer prior to any work. The Engineer may request sample splices be performed in his presence by the proposed personnel to clearly demonstrate that they have the skill and experience to perform this work. Connector kits and cables shall be provided in sufficient quantity by the Contractor in demonstrating these qualifications at no additional cost to the Owner.

Field-attached plug-in splices using FAA certified L-823 plug and receptacle connector kits, properly sized to the cable being used, shall be installed as shown in the plans. This work shall include the taping and heat shrinking. Refer to Item L-108 for additional requirements.

As an option, the Contractor may utilize enhanced FAA certified L-823 connector kits, such as the Amerace 54Super Kit. These kits do not require taping or heat shrinking. These kits shall be installed in accordance with the manufacturer's installation requirements. Note that the mixing of connector kits is unacceptable. The Contractor shall clearly list and submit the connector kits he proposes to utilize on the project for approval prior to any field construction work, and he shall only install that type during construction unless otherwise noted by the Engineer.

For under 600V cable connections of voltage powered circuits, splices whether direct buried or within an underground enclosure shall only utilize approved cast splices, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M Company, or an approved equivalent.

300-3.15 Certification and performance. Equipment and materials covered by FAA Advisory Circulars are referred to by item numbers and approved equipment is listed within the AC 150/5345-53 Airport Lighting Equipment Certification Program's monthly Addendum, which contains a complete and updated listing of the certified equipment and manufacturers and is listed in the FAA Buy American Preference equipment list, which is also updated monthly. The Contractor shall provide and install new certified equipment that works reliably and efficiently with the existing equipment to remain in service. The Contractor shall provide any additional accessories and/or appurtenances required to provide fully functional electrical systems to the satisfaction of the Owner and Engineer, at no additional cost to the Owner.

The Contractor shall ascertain that all lighting system components furnished (including FAA certified and approved equipment) are compatible in all respects with each other and the remainder of the new and existing systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

300-3.16 As-built drawings. The Contractor shall keep one (1) full-sized set of prints for As-Built Drawings at the site, in good order, and annotated to show all changes made during the construction process.

The Contractor shall locate all underground and concealed work, identifying all equipment, conduit, circuit numbers, motors, feeders, breakers, switches, and starters. The Contractor will certify accuracy by endorsement. As-Built drawings shall be correct in every detail, so Owner can properly operate, maintain, and repair exposed and concealed work.

The As-Built drawings shall indicate all control system labeling and marking.

The Contractor shall store the As-Built drawings on the site. Drawings shall not be rolled. Make corrections, additions, etc., with pencil, with date and authorization of change.

As-Built drawings must be submitted to Engineer before project will be accepted.

ISSUED FOR BID

Minor deviations from the Plans and Specifications shall be as approved by the Engineer.

Upon completion of the installation, the Contractor shall adjust the systems to the satisfaction of the Engineer.

300-3.17 Testing.

General Electrical Testing: Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification and certify compliance with test parameters. Tests shall be conducted in the presence of the Engineer and shall be to his/her satisfaction. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest. Perform infrared scan tests and inspections of service and power distribution equipment at the respective buildings and provide reports. Electrical equipment will be considered defective if it does not pass tests and inspections. Reports shall include notations of deficiencies, remedial action taken and observations after remedial action.

System and Equipment Testing: All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Test equipment and instruments utilized by the Contractor shall have been calibrated following the manufacturer's recommended schedule to verify their accuracy prior to performing the testing work. The Contractor shall provide instrument calibration certificates on test equipment when requested by the Engineer. Retesting work due to inaccurate or defective instruments shall be performed by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

a. Regulator Calibration:

The Contractor shall check and calibrate existing regulators utilizing the enclosed "Constant Current Regulator Calibration Report". Refer to the material section on constant current regulators for additional requirements.

New regulators are calibrated at the factory prior to shipping, while existing regulators typically need checks and calibrations on a routine basis so that they do not get out of tolerance. The intent is to check and/or calibrate these regulators using a high accuracy meter prior to energizing and placing the airfield lighting system in service.

Utilize a high accuracy true RMS ammeter with high accuracy clamp-on current probe when making these measurements (use round type probes, accuracy + or -2% required, sized per the cable diameter and circuit ampacity to achieve the best accuracy). Adjust regulators per manufacturer's instructions to meet the output currents on each brightness step as listed in Tables 5-2 and 5-3 in AC 150/5340-26.

b. Megger Testing:

The Contractor shall perform megger testing on each existing regulator circuit prior to any work on the electrical system. This information shall be recorded and documented by the Contractor and submitted to the Engineer. The Contractor shall perform megger tests on each regulator circuit after the acceptance test period. This acceptance test information shall be recorded and documented by the Contractor and submitted to the Engineer. Megger test shall be performed in accordance with the requirements of Item L-108.

The Contractor shall submit his initial megger test reports on the enclosed "Insulation-Resistance Test Report" form prior to any work on the electrical system. This report shall

be submitted to the Engineer and approved by the Owner prior to Contractor proceeding with his work.

After final acceptance testing has been completed, the Contractor shall complete and submit his final megger test reports to the Engineer and insert copies of the initial and final megger test reports in the Operation and Maintenance Manuals.

Megger testing shall be performed using an insulation meter, such as a Fluke 1507 Insulation Resistance Multimeter, Ideal 61-797 Digital Insulation Meter, or approved equal having an insulation test range up to 10 Gigohms or greater.

Insulation resistance testers for 5kV series circuits shall utilize the 1000V DC source output for testing. The test equipment shall be submitted for review and approval by the Engineer prior to performing the tests.

The Contractor shall be responsible to maintain an insulation resistance equal to minimum 80% of the initial testing value through the end of the contract warranty period. This requirement is based on AC 150/5340-26C which states that resistance values inevitably decline over the service life of the circuit and that a 10-20 percent decline per year is considered normal. Note that AC 150/5340-26C cancels AC 150/5340-26B; thus, refer to the current edition of the maintenance AC for requirements in this project.

For existing circuit insulation resistance requirements, refer to "Existing Circuits" section of Item L-108.

The insulation resistance to ground for 600V rated cables shall be not less than 100 Megohms when measured per NETA standards.

The installations shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings in accordance with manufacturer's requirements. Testing equipment shall be furnished by the Contractor.

c. Ground Rod Impedance Testing:

The enclosed "Ground Rod Impedance Test Report" form shall be used, and testing shall be performed in the presence of the Engineer.

As-Built drawings shall indicate the location of all installed ground rods. Each ground rod shall have a unique identifier that corresponds with its submitted ground impedance test report.

Three-pole fall-of-potential testers that can measure the ground resistance of a ground rod using auxiliary electrodes (staked testing), such as a Fluke 1621 Earth Ground Tester, shall be used for testing individual dedicated equipment ground rods at fixtures and equipment, or for testing isolated counterpoise ground rods not yet connected to the counterpoise wire.

Clamp-on testers that can measure the ground resistance of a ground rod without using auxiliary ground rods (stakeless testing), such as a Fluke 1630 Earth Ground Clamp Meter or approved equal, shall be used for testing counterpoise ground rods which have already been connected to the counterpoise wire, or ground ring ground rods which have already been connected to the established ground ring system.

Ground impedance test equipment shall be submitted for review and approval by the Engineer prior to performing the tests.

ISSUED FOR BID

If the ground rod's impedance exceeds 25 ohms, an additional rod shall be driven in a location suitable and approved by the Engineer. However, the additional rod must satisfy the requirements of NEC 250.53 and not be less than 6 feet away from any other ground rod electrode. Additional ground rods shall not be measured for separate payment but shall be considered subsidiary to the counterpoise or respective equipment pay item.

The Contractor shall perform additional tests if required and requested by the Engineer at no additional cost.

The Contractor shall coordinate with the resident Engineer to approve tests daily before proceeding. The Contractor shall fill out a separate test report for each date. Test reports shall be submitted weekly to the Engineer.

d. Cable Pulling Tension Values Log:

The enclosed "Cable Pulling Tension Values Log" form shall be used for monitoring cable pull tension values in the presence of the Engineer.

Airport lighting equipment and special systems shall be tested in accordance with applicable FAA Advisory Circular requirements and the manufacturer's installation instructions. These tests shall also include those system requirements listed within AC 150/5340-26 Maintenance of Airport Visual Aid Facilities.

300-3.18 Inspection fees and permits. The Contractor shall obtain and pay for all necessary construction permits, licenses, government charges, and inspection fees necessary for prosecution of the Work. Unless otherwise noted, the Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work, ready for subsequent utility account transfer to the Owner after final acceptance.

300-3.19 Work supervision.

State of Tennessee: The electrical contractor (whether the general contractor or a subcontractor) shall be a licensed contractor in the state of Tennessee having an electrical classification suitable for performing the work required in these contract documents.

The Contractor shall designate in writing the qualified electrical supervisor who shall provide supervision to all electrical work on this project. The minimum qualifications for the electrical supervisor shall be a Master Electrician – which is defined for this project as a Contractor with a CE license classification as defined by the Department of Commerce and Insurance, Tennessee Board for Licensing Contractors. The supervisor or his appointed alternate possessing at least a journeyman electrician license shall be on site whenever electrical work is being performed. The qualifications of the electrical supervisor shall be subject to approval of the Owner and the Engineer.

All Contractors shall be licensed in accordance with Tennessee and Davidson County Laws and Regulations. No unlicensed electrical workers shall perform electrical work on this project. Apprentice electricians in a ratio of not more than one apprentice per contractor will be allowed if the apprentices are licensed and actively participating in an apprenticeship program recognized and approved by the Department of Commerce and Insurance, Tennessee Board for Licensing Contractors.

The Contractor shall provide a complete list of qualified and licensed Master Electricians to work on this project to MNAA prior to the pre-construction meeting and coordinate a meeting with MNAA personnel and all listed Master Electricians prior to the start of construction. A master electrician from this list must supervise all electrical work on this project as required in specification section S-300. This work includes, but is not limited to all testing, cable pulls, terminations, splices, counterpoise installation or connections, ground rod installation or testing, equipment connections, lockout/tagout work, and any trenching work.

Any electrical work completed without required supervision may be rejected and required to be removed and completed with appropriate supervision. No additional compensation or time allowances will be made for failure to supervise electrical work.

Qualified persons must have appropriate electrical testing and protective equipment available to them at all times when on project site.

The contractor shall be responsible for ensuring that all work is inspected by MNAA representatives prior to covering or completion. Inspection may include a visual inspection, or materials or electrical testing as deemed necessary by the owner or engineer.

Any work covered up prior to MNAA approval shall be uncovered for inspection at the contractor's expense, and no additional time shall be allowed for the contractor's failure to comply.

Inspection requirements apply to all work items, including, but not limited to: trenching and conduit, cable, and counterpoise installation; light fixture and light base installation; sign installation; RGL installation; and equipment removal for return to owner or reinstallation (including inspection and verification of acceptable storage practices).

300-3.20 Training. The training classes shall be coordinated with the Owner and Engineer in advance of the final acceptance testing. Comprehensive operational and maintenance training materials shall be provided by the equipment manufacturer and the Contractor (see section 2.3 OPERATION AND MAINTENANCE DATA).

Schedule the training with the Owner at least 10 days in advance and notify the Engineer.

Provide hands-on demonstrations and training of equipment components and functions, including adjusting, operating and maintaining the lighting equipment and systems. Coordinate the training schedule with the Owner in advance, so that the Owner may record the training if desired. Provide 4 hours training for the operational personnel and 4-hours training for the maintenance personnel.

All training sessions shall be recorded, and documentation of training shall be turned over to the Owner as part of the O&M materials at project completion.

METHOD OF MEASUREMENT

300-4.1 The quantity of lockout/tagout and constant current regulator calibration procedures to be paid for shall consist of all lockout/tagout procedure work and all constant current regulator calibration work completed in place, accepted and ready for operation.

BASIS OF PAYMENT

300-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the Engineer. 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 to the satisfaction of the Engineer.

Payment will be made under:

Item SS-300-5.1 Lockout/Tagout and Constant Current Regulator Calibration Procedures – per Lump Sum

MATERIAL REQUIREMENTS
ISSUED FOR BID

Commercial Item Description A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation)

Fed. Spec. W-C-1094 Conduit and Conduit Fittings; Plastic, Rigid

Fed. Spec. W-P-115 Panel, Power Distribution

Fed. Std. 595 Colors

Underwriters Rigid Metal Conduit

Laboratories Standard 6

Underwriters Fittings for Conduit and Outlet Boxes

Laboratories Standard 514

Underwriters Laboratories Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)

Laboratories Standard 651

Underwriters Intermediate Metal Conduit

Laboratories Standard 1242

CFR 1910 Occupational Safety and Health Regulations

CFR 1926 Safety and Health Regulations for Construction

ANSI/IEEE C2 National Electrical Safety Code

NFPA 70 National Electrical Code (NEC)

NFPA 70E Standard for Electrical Safety in the Workplace

NFPA 101 Life Safety Code

NFPA 780 Standard for the Installation of Lightning Protection

Systems

29 CFR 1910 Occupational Safety and Health Standards (OSHA)

29 CFR 1926 Safety and Health Regulations for Construction

Jaquith Industries, Inc.

The Design, Installation, and Maintenance of In-

Pavement Airport Lighting

FAA ADVISORY CIRCULARS

AC 150/5300-13 Airport Design

AC 150/5340-18 Standards for Airport Sign Systems

AC 150/5340-26 Maintenance of Airport Visual Aid Facilities

ISSUED FOR BID

SS-300 Page 16

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821 Panels for Control of Airport Lighting
AC 150/5345-5	Specifications for Airport Lighting Circuit Selector Switch
AC 150/5345-7	Specification for L-824 for Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Standard for Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853 Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Base and Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Taxiway and Runway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Isolation Transformers for Airport Lighting Systems
AC 150/5346-49	Specification L-854, Radio Control Equipment
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program
AC 150/5345-56	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)

END OF ITEM SS-300

CONSTANT CURRENT REGULATOR CALIBRATION REPORT

Standard Requirements: FAA AC 150/5340-26 (latest edition) Maintenance of Airport Visual Aid Facilities Engineer: Garver, LLC Owner / Sponsor: Contractor: Airport: Project Title: Garver Project Number: _____ Vault ID / Location: _____ Weather / Site Conditions: Last Two Weeks of Rain: _____inches Constant Current Regulator #: _____ Serves: Completed Comments 1. Check all control equipment for proper operation. 2. Perform short-circuit test. Record results and recalibrate if necessary. 3. Perform open-circuit test on regulators with open circuit protection. Open circuit protective device should de-energize the regulator. Record results. 4. Check and record regulator input voltage and current. Input Voltage: Input Current: 5. Check and record regulator output load. (ONLY if regulator has monitoring package) Volt-Amperes: 6. Check and record output current on each brightness step. If output current is outside of the allowable range, adjust the regulator's on-board potentiometer to re-calibrate the output current within the allowable range. Re-record the new output current on this form. 3-Step CCR 5-Step CCR B10: _____ B30: ____ B100: ____ 1: ___ 2: ___ 3: ___ 4: ___ 5: ____ Nominal: 4.8A 5.5A 6.6A 2.8A 3.4A 4.1A 5.2A 6.6A Tested By: (Signature and Date) Test Equipment: (Manufacturer and Model No.) Engineer Witness: (Signature and Date)

(Signature and Date)

Owner / Sponsor Witness:

INSULATION RESISTANCE TEST REPORT

Ow	ner / Sponsor:	Er	Engineer: Garver, LLC				
Airı	oort:	Co	Contractor:				
Pro	oject Title:	Ga	arver Pro	oject Number	:		
Va	ult ID / Location:		Da	ate Initia	I / Final Tests	:	
We	eather / Site Conditions	(Initial Test):		Last Two Weeks of Rain:inches			
Weather / Site Conditions (Final Test):			· · · · · · · · · · · · · · · · · · ·	Last Two Weeks of Rain:inches			
		lni	Initial Test Results		Final Test Results		
	Circuit Designation and Color Code	Regulator Size (kW)	Megger Reading I Field Work (Mego		Regulator Size (kW)	Megger Reading After Field Work (Megohms)	
1							
2							
3							
4							
5							
6							
Tested By:							
Test Equipment:							
Engineer Witness:							
Owner/Sponsor Witness:							
Provide signature/date and manufacturer/model no. as required in the fields above.							
	Initial Test Record – Owner Disposition						
Ow	ner / Sponsor:				(Signa	ture and Date)	
Check one only:		☐ Proceed	with Installation	□ Hold	I		

GROUND ROD IMPEDANCE TEST REPORT

Owner / Sponsor	·:		Engineer: Garver, LLC			
Airport:			Contractor:			
Project Title:		 	Garver Project Number: Weather / Site Conditions:			
Date:						
Fall-of-Potential Manufac	Style Tester (F): turer:					
Clamp-On Style Manufac	Tester (C): turer:		Model #:			
Ground Rod #	Test Equipment Style (F or C)	Impedance Value (Ohms)	Ground Rod #	Test Equipment Style (F or C)	Impedance Value (Ohms)	
Tested By:						
Engineer Witnes	s:					
Provide signature	e/date in the fields	above.		Page	of	

CABLE PULLING TENSION VALUES LOG

Owner / Sponsor:			Engineer:Garver, LLC Contractor: Garver Project Number: Weather / Site Conditions: Cable / Wire Manufacturer:			
Airport:						
Project Title:						
Date:						
Dynamometer Manufacturer/Model	#:					
From / To Locations	Wire/Cable Size	Length of Pull	Pull Method	Maximum Value	Measured Value	
Tested By:				•		
Engineer Witness:						
Provide signature/date i	n the fields abov	e.				

Page ____ of ____

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ITEM SS-301 ELECTRICAL DEMOLITION AND RELOCATION WORK

DESCRIPTION

- **301-1.1** This item shall consist of the removal and satisfactory disposal of existing runway and taxiway edge lights, in-pavement lights, guidance signs, markers, manholes, handholes, junction structures, racks, pads, equipment, poles, towers, shelters, and other incidentals, all of which are not designated or permitted to remain, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. This work shall include the removal of indicated equipment, materials, and incidentals necessary for a complete item removal, including all restoration work, as a completed unit to the satisfaction of the Engineer.
- **301-1.2** The Contractor shall maintain current copies of all referenced and applicable standards on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.
- **301-1.3** This item shall also consist of the relocation of existing lights, signs, systems and incidentals, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. This work shall include the removal and storage of indicated equipment and materials, and reinstallation at the new location, including all incidentals necessary for a complete relocation, as a completed unit to the satisfaction of the Engineer.
- **301-1.4** Additional details pertaining to the lighting system covered in this item are contained in the advisory circular, AC 150/5340-30, Design and Installation Details for Airport Visual Aids.

MATERIALS

301-2.1 All backfill and repair materials used in electrical demolition, repair and restoration work shall comply with the referenced specifications and be approved by the Engineer.

Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300 and Item L-125.

For pre-cast or prefabricated concrete encased light base installations, the Contractor shall submit and coordinate the construction of the proposed pre-cast units with the Engineer onsite to review and approve the construction process. The Contractor shall submit his proposed installation process for review and approval by the Engineer. The Contractor shall provide additional items and work if required and requested by the Engineer for the construction and installation of the pre-cast units at no additional cost to the Owner.

CONSTRUCTION METHODS

301-3.1 General. No demolition shall be started until the removal and/or relocation work has been laid out and approved by the Engineer. All material shall be disposed of off-site. All hauling and disposal will be considered a necessary and incidental part of the work. Hauling cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

Equipment removal shall typically include removing the equipment and its accessories, removing foundations/pads, removing existing conduits, conductors and appurtenances, removal of conduit to below grade, and removal of existing circuits back to source. The work shall include restoring the area to match existing, including filling and tamping all holes with earth, and clearing and leveling the site.

The Contractor shall remove all existing underground cable, which is unused or rendered unusable by this

project, when such is exposed or made accessible during this work. All such wiring removed shall become property of the Contractor and shall be immediately removed from the project. Wiring in conduit shall be removed as indicated or if new wiring is shown to be installed in its place. Existing wiring shall not be reused or reinstalled.

Wiring not exposed shall be abandoned in place, if a reasonable effort will not remove it. No measurement or payment will be made for this cable removal work. Damage to turf or other systems will not be permitted to salvage or retrieve existing cable.

Any damage to electrical equipment, systems, structures, conduits, cables, and accessories or other utilities, designated to remain in place, shall be repaired or replaced expeditiously at no additional cost to the Owner and to the satisfaction of the Owner and Engineer.

Holes, ditches, or other abrupt changes in elevation caused by the removal operations that could obstruct drainage or be considered hazardous or unsightly shall be backfilled, compacted, and left in a workmanlike condition.

Trenches or voids resulting from the removal or demolition of existing electrical equipment or other structures shall be filled with approved material placed in layers in accordance with Item P-152.

Concrete foundations and pads to be removed shall be obliterated full depth.

301-3.2 Removal and/or relocation of light fixtures and equipment. Light fixtures and other equipment which are to be removed shall be carefully excavated. All concrete bases and concrete anchors shall be removed by the Contractor. The removed lights, guidance signs, isolation transformers and wiring harnesses shall then be given to the Owner, or properly disposed of if so directed by the Owner. The ground around the removed lighting equipment shall be backfilled and properly compacted. Light fixtures and equipment which are to be relocated shall be stored on site and reinstalled with new lamps, new transformers, and all other new required accessories as indicated in the plans.

Refer to the plans for additional installation requirements concerning the relocation of existing lights, signs, systems and incidentals.

Any equipment that is damaged during the relocation operation shall be repaired or replaced by the Contractor at his expense to the satisfaction of the Owner and Engineer.

301-3.3 Clearing of existing duct banks or conduits. Where existing cables are being removed from an existing duct bank or conduit and replaced with new cables, the Contractor shall use the existing cable to clear the conduit and to pull in the new cable. No separate payment will be made for clearing these duct banks or conduits or for the existing cable removal. Clearing of these existing duct banks or conduits is incidental to the cable pay item unless otherwise noted.

METHOD OF MEASUREMENT

301-4.1 The quantity of existing runway edge and taxiway edge lights, guidance signs, and concrete junction structures, removed, to be measured under this item shall be the number of each complete unit removed, and accepted by the Engineer.

This item shall include removing and storing the existing equipment as directed by the Engineer.

Where the light base and concrete structure are indicated to be removed or demolished, the item shall include restoring the area to match existing, including removing the complete concrete item, filling and tamping all holes with earth, and clearing and leveling the site.

Where the light base and concrete structure are to remain, a new blank cover shall be installed for

protecting the light base during the construction work. Blank covers shall be removed when the existing equipment is reinstalled and given to the Owner after completion of construction work in the respective area.

301-4.2 The quantity of existing runway and taxiway edge lights, adjusted to new grade, to be measured under this item shall be the number of each complete unit adjusted to the new grade, with new extension rings, concrete pad, reinforcing steel, connectors and appurtenances, as completed units in place, ready for operation, and accepted by the Engineer.

BASIS OF PAYMENT

301-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the Engineer. 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 to the satisfaction of the Engineer.

Payment will be made under:

Item SS-301-5.1	Existing Base Mounted Runway Edge or Threshold Light, Removed and Stored, Base Demolished – per Each
Item SS-301-5.2	Existing Base Mounted Taxiway Edge Light, Removed and Stored, Base Demolished – per Each
Item SS-301-5.3	Existing Base Mounted Guidance Sign, Removed and Stored, Foundation Demolished – per Each
Item SS-301-5.4	Existing Base Mounted Guidance Sign, Removed, Foundation Demolished – per Each
Item SS-301-5.5	Existing Concrete Encased, Electrical Junction Structure, Removed – per Each

END OF ITEM SS-301

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ITEM SS-310 AIRPORT LIGHTING SYSTEMS

DESCRIPTION

- **310-1.1** This item shall consist of furnishing and installing airport runway and taxiway edge lighting systems, guidance signs, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. The system shall be installed at the locations and in accordance with the dimensions, design and details shown on the plans. This work shall include the furnishing of all equipment, materials, services and incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer.
- **310-1.2** The Contractor shall maintain current copies of all referenced and applicable standards on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.
- **310-1.3** Additional details pertaining to the lighting system covered in this item are contained in the advisory circular, AC 150/5340-30, Design and Installation Details for Airport Visual Aids.

EQUIPMENT AND MATERIALS

310-2.1 General.

- a. Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300 and the applicable Item L Series Specifications.
- b. For pre-cast or prefabricated concrete encased light base installations, the Contractor shall submit and coordinate the construction of the proposed pre-cast units with the Engineer onsite to review and approve the construction process. The Contractor shall submit his proposed installation process for review and approval by the Engineer. The Contractor shall provide additional items and work if required and requested by the Engineer for the construction and installation of the pre-cast units at no additional cost to the Owner.

Pre-cast or prefabricated concrete encased light bases may only be assembled at the Contactor's staging area at the airport to allow the Engineer to check and approve all such construction items. Pre-cast bases assembled offsite will not be allowed.

- **310-2.2 Light fixtures.** Airfield lights shall be supplied with all features and accessories including isolation transformers, light bases, base covers, safety ground rods, concrete pads and incidentals required for a complete installation as defined in these Specifications and as shown on the plans.
- **310-2.3 Lamps.** Lamps for elevated edge lights shall be LED type as specified.
- **310-2.4 Spare equipment including fixtures and spare sign replacement components.** Provide 10 percent (rounded up to the next whole number) spare fixtures of each type installed for the taxiway and runway edge and runway threshold lights., Provide 10 percent (rounded up to the next whole number) spare sign replacement components of each type installed for signs.. Spare fixtures and spare sign replacement components shall not be measured for separate payment but shall be considered subsidiary to the respective light fixture or sign pay items.
 - a. A spare elevated LED fixture unit shall be one complete, ready-to-install fixture, including the coupling, column, head housing assembly, cordset, LED power supply assembly, LED assembly, and lens assembly.
 - b. A spare sign replacement component unit shall include the LED light tube assembly and LED power supply assembly.

ISSUED FOR BID

Spare fixtures and sign replacement components shall be on-site and available for use by the Contractor prior to the final acceptance testing. Any fixtures or sign components installed new in this project and replaced as part of the final acceptance testing shall be shipped back to the manufacturer for repair or replacement, and then delivered back to the Owner at no additional cost.

The spare fixtures and spare sign replacement components shall be delivered and stored as directed by the Owner, with transmittal receipt signed by Owner's representative. A signed copy shall be forwarded to the Engineer with an additional signed copy placed in the O&M manuals.

310-2.5 Guidance signs. Guidance signs shall be L-858(L), meeting the criteria set forth in AC 150/5345-44, Specification for Taxiway and Runway Signs, and suitable for base mounting. Each unit shall be furnished with the required panels, mounting assemblies, frangible couplings, transformer, intensity control, identification tag, metal tethers, fasteners and safety ground rods.

Style 2 and Style 3 signs shall meet the luminance requirements in AC 150/5345-44 throughout the current ranges of the associated series circuit.

Guidance signs shall have an integral on/off switch for airport maintenance use.

Signs shall be furnished with permanent type nameplates that are both weather and sunlight resistant. Nameplates which are completed with ink markers or similar methods will not be accepted.

Refer to the guidance sign index in the Plans for information on each sign's size, style, class and mode.

The complete sign installation shall be designed to withstand a 200-mph wind load.

310-2.6 Isolation transformers. New isolation transformers shall be Type L-830 and have a wattage rating suitable for the wattage of the fixture and sign lamps. The transformer shall be listed in FAA Circular AC 150/5345-47.

CONSTRUCTION METHODS

310-3.1 General. The installation and testing details for the lighting system shall be as specified in the applicable advisory circulars.

The Contractor is responsible for all surveying and measurement which is required to accurately position and aim airfield lighting systems and equipment.

Airfield lighting systems and equipment that are improperly installed shall be removed and re-installed correctly as directed by the Engineer. No payment will be made for the removal and reinstallation of airfield lighting systems and equipment improperly installed. All remedial work shall be to the satisfaction of the Engineer.

310-3.2 Lighting layout plans. The Contractor shall stake the airfield lighting systems, prior to installation of any trench, cable or lighting apparatus. The intent is to stake the installation at the locations indicated, noting any deviation from plan dimensions to the Engineer prior to installation. The Contractor shall obtain the services of an experienced and licensed surveyor to perform this work.

The Contractor shall stake the items and his surveyor shall provide a CADD file submittal back to the Engineer. Based upon this submittal, the Engineer shall coordinate and provide directions on any adjustments necessary to meet existing field condition requirements and comply with FAA Advisory Circular requirements on the layout and spacing of equipment.

The Contractor and his surveyor shall then make any electronic CADD file spacing adjustments and/or field staking adjustments prior to installation at no additional cost to the Owner.

Refer to General Provisions Section 50 Control of Work for additional construction layout and staking requirements.

310-3.3 Placing lights. All equipment shall be installed at locations indicated in the plans. Lights shall be laid out by locating the two control points by station as indicated on the plans and measuring the indicated individual separation distances. Light bases shall be located within 1 inch +/- longitudinally and 0.5 inches +/- transversely of the location indicated unless deviation is approved by the Engineer. Excavation for installation of light bases shall be backfilled with at least 4 inches of granular leveling course, as approved by the Engineer. Fixture height shall be as indicated on the Drawings.

For pre-cast or prefabricated concrete encased light base installations, a leveling course of sand shall be placed in the bottom of the excavated hole, sufficient for accurately installing, leveling and placing the lights in accordance with the requirements in this specification and AC 150/5340-30. Concrete encased light bases shall be allowed to cure a minimum of 7 days prior to installation.

Utilize a bubble level device to level all light fixtures in the horizontal light plane during the day, and then check at night to ensure uniformity in light output.

Provide factory-approved alignment tools and aiming devices to properly level and align fixtures as required by the FAA Advisory Circulars and manufacturer's installation instructions. After all light fixture installations are completed and accepted by the Engineer, these alignment tools and aiming devices shall become property of the Owner and shall be delivered and stored as directed by the Owner.

310-3.4 Placing signs. All signs shall be installed at the approximate location indicated in the plans. The specific requirements for sign location are specified in AC 150/5340-18, Standards for Airport Sign Systems. Specific requirements of this AC are also shown on the Plans. Signs shall be located within 1 inch +/longitudinally or 0.5 inches +/- transversely of the required location unless deviation is approved by the Engineer. The locations for the signs shall be staked by the Contractor and approved by the Engineer before installation begins.

Provide single module signs with one tether. Provide multiple module signs with a tether at both ends.

310-3.5 Transformer installation. The transformer for base mounted fixtures shall be placed inside the base. The transformer for stake mounted fixtures shall be located uniformly as shown on the plans. The primary cable connections shall be made with L-823 connectors as described in Item L-108 and have 3 feet of slack cable. The secondary leads connected to the lamp leads by means of a disconnecting plug and receptacle provided with the unit, and this joint shall not be taped. The secondary joint shall be fastened with a holding ring provided for this purpose.

310-3.6 Unit assembly. All electrical equipment, including edge lights, guidance signs and other visual aid units shall be assembled in accordance with the manufacturer's installation procedures. Anti-seize compound shall be used on all screws, nuts, and threads, including frangible coupling threads. If coated bolts are used (ceramic metallic/fluoropolymer coating), then do not apply anti-seize compound.

Provide and install all spacers, shims, and gaskets as required, and verify they are in place before installing the light fixture on the base.

Bolts and washers for new and existing bases shall be new. Do not reuse existing hardware.

The minimum thread engagement into top flange of the base shall be 0.5 inches. For in-pavement light fixture assemblies, the bolt protrusion requirement shall be minimum 0.75 inch; maximum 1 inch.

Coordinate recommended torque values with the light fixture manufacturer, light base can manufacturer, stainless steel bolts and hardware used, and exact anti-seize compound used, to prevent light base thread

damage. Utilize a dial-type torque wrench for accuracy and to prevent over-tightening bolts. Never use impact wrenches/drills when removing or installing bolts.

The Contractor shall obtain complete installation manuals for the new airfield lighting equipment and the existing equipment to be reinstalled prior to any removal or installation work. Copies of these manuals shall be maintained in 3-ring binders within the Contractor's onsite field office.

The Contractor shall provide equipment inventory rehabilitation forms to document the fixture and sign rehabilitation efforts required prior to reinstallation. These forms shall be approved by the Engineer.

- **310-3.7 Identification numbers.** An identifying number shall be assigned to each light and sign in accordance with the plans or as approved by the Engineer and Owner. This number shall be imprinted with reflective black with 1/2" letters on a non-corrosive metal disc 2" minimum diameter and attached to the pavement side of the fixture with a metal screw.
- **310-3.8 Temporary airfield lighting.** Refer to the Phasing Plans and Details for additional requirements. Existing lighting circuits shall remain operational by use of temporary circuits. New lighting circuits shall also be connected and remain operational by use of temporary circuits. This item shall include all work to maintain the existing and new lighting circuits during construction and allow all taxiways and runways in operation to remain lighted, including that portion through the construction area, as indicated in the Phasing Plans and as directed by the Engineer.
- **310-3.9 Testing.** The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings as outlined in Item SS-300 and Item L-108. Testing equipment shall be furnished by the Contractor. Refer to Item L-108 for additional test requirements.

Tests shall be conducted in the presence of the Engineer and shall be to his/her satisfaction.

All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Equipment and materials covered by FAA Advisory Circulars are referred to by item numbers and approved equipment is listed within the AC 150/5345-53 Airport Lighting Equipment Certification Program's monthly Addendum, which contains a complete and updated listing of the certified equipment and manufacturers, and is listed in the FAA Buy American Preference equipment list, which is also updated monthly. The Contractor shall provide and install new certified equipment that works reliably and efficiently with the existing equipment to remain in service. The Contractor shall provide any additional accessories and/or appurtenances required to provide fully functional electrical systems to the satisfaction of the Owner and Engineer, at no additional cost to the Owner.

The Contractor shall ascertain that all lighting system components furnished (including FAA certified and approved equipment) are compatible in all respects with each other and the remainder of the new and existing systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

METHOD OF MEASUREMENT

310-4.1 Temporary airfield lighting shall be measured as a lump sum complete item per each respective phase work area, including all work completed in place and ready for operation, and including the installation, protection, and removal of all temporary cables, conduits, lighting, grounding, sign covers, and associated items and appurtenances, as indicated in the Drawings and as directed by the RPR or Engineer.

BASIS OF PAYMENT

310-5.1 Payment for temporary airfield lighting will be made at the contract lump sum price for each for each respective phase. Partial payments will be made based on the amount of work completed as agreed to by the Contractor and RPR. Full payment for temporary lighting shall not occur until all temporary lighting measures have been removed and the existing lighting systems returned to the pre-construction condition and confirmed operational by the RPR. 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 to the satisfaction of the RPR.

Payment will be made under:

Item SS-310-5.1 Temporary Airfield Lighting, Phase 2 -- per Lump Sum

END OF ITEM SS-310

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ITEM SS-403 ASPHALT PAVEMENT

DESCRIPTION

403-1.1 This section covers construction of Asphalt Pavements, in accordance with the lines, grades, thicknesses, and typical sections shown in the Plans, or as directed by the Engineer.

STANDARDS

<u>403-2.1</u> <u>SURFACE COURSE</u>. Materials, equipment, and construction methods for ASPHALT PAVEMENTS shall be in accordance with SECTIONS 401 and 403 of the <u>Standard Specifications</u>, except as modified or augmented herein. The asphalt binder shall be PG 76-22.

CONSTRUCTION METHODS

- <u>403-3.1</u> The Design of Asphalt Mixtures shall be in accordance with SECTION 401 of the <u>Standard</u> Specifications, except as modified herein.
- 403-3.2 The Quality Control of Asphalt Mixtures shall be in accordance with C-100 and SECTION 401 of the <u>Standard Specifications</u>, except as modified herein.
- <u>403-3.3</u> The Construction of Asphalt Mixtures shall be in accordance with SECTION 401 and 403 of the <u>Standard Specifications</u>, except as modified herein.
- <u>403-3.4</u> <u>Standard Specification</u> Modifications and Augmentations:
 - 1. SECTION 401.02.3.1 General: Reclaimed asphalt pavement (RAP) materials will not be allowed.
 - 2. SECTION 401.02.3.2 Job Mix Formula: The job mix shall be a 12.5 mm Medium Type (MT) mixture approved by TNDOT.
 - 3. SECTION 401.02.6.4.1 Density: Joint density. One core centered over the longitudinal joint shall be taken for each sublot which contains a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average theoretical maximum density (TMD) for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.
 - Acceptance of each lot of plant produced asphalt for joint density will be based on the average of all of the joint densities taken from the sublots. If the average joint density of the lot so established equals or exceeds 92%, the lot will be acceptable. If the average joint density of the lot is less than 92%, the Contractor shall stop production and evaluate the method of compacting joints. Production may resume once the reason for poor compaction has been determined and appropriate measures have been taken to ensure proper compaction.
 - 4. SECTION 401.03.12 Joints: Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. An asphalt tack coat or other product approved by the RPR

shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

5. CONTROL STRIP: Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR. The Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP) has been accepted, in writing, by the RPR.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F. The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria. The control strip shall be divided into equal sublots. As a minimum, the control strip shall consist of three (3) sublots.

The control strip will be considered acceptable by the RPR if the VMA, total air voids, gradation, and asphalt content are within the action limits specified; and Mat density, and joint density meet the requirements specified.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor's expense.

Payment will only be made for one acceptable control strip.

METHOD OF MEASUREMENT

403-4.1 Asphalt Pavement will be measured by the ton (2,000 pounds) used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage. Load tickets shall be provided as directed by the Engineer. Measurements shall include only the actual amounts placed within the lines shown on the Plans, or as directed by the Engineer.

BASIS OF PAYMENT

403-5.1 Asphalt Pavement, acceptably completed, and measured as provided above, will be paid for at the contract unit prices per ton bid, which prices shall be full compensation for furnishing, placing and compacting all materials; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Item SS-403-5.1 12.5-mm Mixture, MT, Asphalt Pavement – per Ton

Item SS-403-5.2 12.5-mm Mixture, MT, Asphalt Pavement, Leveling – per Ton

END OF ITEM SS-403
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Item C-100 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- **b.** Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the *Engineer*. Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction, and may be held prior to but separate from the preconstruction meeting. The QC/QA workshop will be facilitated by the Engineer. Contractor. The Contractor shall coordinate with the Airport and the Engineer RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- **a.** Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
 - b. Discussion of the QA program.
- **c.** Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
 - d. Establish regular meetings to discuss control of materials, methods and testing.
 - e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, offsite fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance

and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the *Engineer RPR* prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least **10** calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the *Engineer RPR* prior to the *start of work items included in the CQCP (earthwork, base, stabilized base, paving, etc.).* Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

- 1. QC organization and resumes of key staff
- 2. Project progress schedule
- 3. Submittals schedule
- 4. Inspection requirements
- 5. QC testing plan
- 6. Documentation of QC activities and distribution of QC reports
- 7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
- 8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

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

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time **on-site** employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

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

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
 - (2) Performance of all QC tests as required by the technical specifications and paragraph100-8.
 - (3) Performance of tests for the Engineer and RPR when required by the technical specifications.

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

- **c. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.
- **100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.
- **100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:
 - a. Specification item number
 - b. Item description
 - c. Description of submittal
 - d. Specification paragraph requiring submittal
 - e. Scheduled date of submittal

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

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

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

100-7 Contractor QC testing facility.

- **a.** For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:
 - 8.1.3 Equipment Calibration and Checks;
 - 8.1.9 Equipment Calibration, Standardization, and Check Records:
 - 8.1.12 Test Methods and Procedures
- **b.** For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:
 - 7 Test Methods and Procedures
 - 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

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

- a. Specification item number (e.g., P-401)
- **b.** Item description (e.g., Hot Mix Asphalt Pavements)
- **c.** Test type (e.g., gradation, grade, asphalt content)
- **d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

ISSUED FOR BID

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

- f. Responsibility (e.g., plant technician)
- g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The *Engineer and* RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

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

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

- **a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:
 - (1) Technical specification item number and description
 - (2) Compliance with approved submittals
 - (3) Proper storage of materials and equipment
 - (4) Proper operation of all equipment
 - (5) Adherence to plans and technical specifications
 - (6) Summary of any necessary corrective actions
 - (7) Safety inspection.
 - (8) Photographs and/or video

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

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The *Engineer and* RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

- **b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:
 - (1) Technical specification item number and description

- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the *Engineer and* RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

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

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

100-11 Inspection and/or observations by the *Engineer and* RPR. All items of material and equipment are subject to inspection and/or observation by the *Engineer and* RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the *Engineer and* RPR at the site for the same purpose.

Inspection and/or observations by the *Engineer and RPR* does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

- **a.** The *Engineer* Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.
- **b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the *Engineer* RPR will recommend the Owner take the following actions:
 - (1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
 - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments.

- a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 20%.
- d. When 75% or more of the original contract is earned, an additional 20%
- e. After final inspection and acceptance of project, the final 10%.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100-14.1 Contractor Quality Control Program (CQCP) – Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

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ITEM C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

102-1.1 This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

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

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

102-1.2 This item covers the application of Temporary Erosion Control items at locations shown on the Plans, as directed by the Engineer, and as required for permit compliance, and the requirement of the Contractor to produce, execute, and maintain a specific Storm Water Pollution Prevention Plan (SWPPP) for the project. The Contractor will also be required to request and obtain all necessary federal, state, and local permits. The temporary erosion control measures shown in the Plans do not represent the extent of work and coordination required by the Contractor under this item.

MATERIALS

- **102-2.1 Grass.** Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.
- **102-2.2 Mulches.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.
- **102-2.3 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.
- **102-2.4 Slope drains.** Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.
- **102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.
- **102-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project. *In addition, all other materials shall meet commercial grade standards and be in accordance with SECTION 209 PROJECT EROSION PREVENTION AND SEDIMENT CONTROL of the Standard Specifications, except as modified or augmented herein. Heavy Duty silt fencing (with welded wire in the fabric) may be required on steep slopes if the Engineer determines that the silt fence used by the Contractor is not performing satisfactory.*

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

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

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

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

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch

overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

102-3.5 Construction Methods. Providing the temporary erosion control items and devices shown on the Plans is intended to minimize the erosion of soils during construction. However, the items and devices shown are not intended to represent all of the necessary items or procedures required to be implemented by the Contractor. The plans and specifications show the Engineer's estimate of a minimum effort needed to maintain proper erosion control during construction. Additional effort and materials may be required by the Contractor to minimize the erosion of soils during construction. It shall be the Contractor's responsibility to install and maintain all the items shown in the Plans and to coordinate, submit, obtain, and comply with all necessary Federal, State, and local permits. The coordination with governing agencies shall include, but not limited to the following:

- Filing the Notice of Intent with the STATE Department of Environmental Quality (DEQ),
- Producing and maintaining an approved Storm Water Pollution Prevention Plan,
- Coordinating and obtaining all local permits regarding grading operations for the proposed improvements, Contractor's staging area, spoil placement and any other grading operations related to the project as directed by the local governing agency.

METHOD OF MEASUREMENT

- **102-4.1** Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows: as one complete item. This work includes obtaining all necessary federal, state, and local permits required to complete this project.
 - a. Temporary seeding and mulching will be measured by the square yard.
 - b. Temporary slope drains will be measured by the linear foot.
- 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 as directed by the RPR.
 - d. All fertilizing will be measured by the ton (kg).
 - e. Installation and removal of silt fence will be measured by the Lump sum.
- **102-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Temporary erosion control acceptably completed will be paid for at the contract lump sum price bid for "TEMPORARY EROSION CONTROL," which shall be full compensation for furnishing all materials, tools, equipment, labor, and incidentals necessary to complete the work. Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer. Payment for "TEMPORARY EROSION CONTROL" will also include obtaining and compliance with the SWPPP, which shall include compensation for drainage-way inspections, report preparation, housekeeping practices, cleaning and maintenance, and other actions outlined in the SWPPP prepared by the Contractor necessary to execute the Plan. This item consists of all erosion control items not listed as a separate pay item in the Unit Price Schedule. Any fines issued to the Owner as a result of the Contractor's insufficient execution of the SWPPP will be assessed to the Contractor. Such deductions shall not be limited to the lump sum price of this item. Payment will be made under:

Item C-102-5.1 Temporary Erosion Control – per Lump Sum

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1a	Temporary seeding and mulching - per square yard
Item C-102-5.1b	Temporary slope drains - per linear foot
Item C-102-5.1c	Temporary benches, dikes, dams and sediment basins - per cubic yard
Item C-102-5.1d	Fertilizing - per ton
Item C-102-5.1e	Installation and removal of silt fence [per linear feet (meter)] [lump sum]

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 Payment for Extra Work.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports
AC 150/5370-2 Operational Safety on Airports During Construction

ASTM International (ASTM)

ASTM D6461 Standard Specification for Silt Fence Materials

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

ITEM C-105 MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items. This pay item shall include the cost of any demobilization during the duration of this project.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4.1 Engineer/RPR field office.

An Engineer/RPR field office is not required.

105-4.2 Contractor's access / haul routes. The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. Prior to beginning construction, the contractor shall document the existing conditions of any proposed haul routes. Documentation methods shall be approved by the Engineer. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization." Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the option of the Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.

105-4.3 Contractor's Staging Area. The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."

105-4.4 Instrument Control. The Contractor will be furnished survey baselines and benchmarks to control the work as shown on the Plans. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the work. The Contractor shall provide the instrument control as provided for in Section 50 of the General Provisions. The Contractor's instrument control of the work shall not be measured for separate payment, but will be considered subsidiary to the bid item "Mobilization".

105-4.5 Location of Underground Utilities. Prior to performing excavations, the Contactor shall be responsible for performing such spot digging or "potholing" as necessary to verify the location and depth of existing underground utilities. This work shall be in addition to requirements included the General Provisions and plan notes. Spot digging or "potholing" will not be paid separately, but shall be considered subsidiary to the bid item "Mobilization."

105-4.6 Clean-Up. From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

METHOD OF MEASUREMENT

- **105-5 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:
 - a. With first pay request, 25%.
 - **b.** When 25% or more of the original contract is earned, an additional 25%.
 - **c.** When 50% or more of the original contract is earned, an additional 40%.
- **d.** After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mob

Mobilization (Maximum 10% of Total Bid) – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 - Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

ITEM C-110 METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-1 General. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 Method for computing PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- **b**. Locate the random sampling position within the sublot in accordance with the requirements of the specification.
- **c.** Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
 - **d.** Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + ... x_n) / n$$

Where: X = Sample average of all sublot test values within a lot $x_1, x_2, \dots x_n = Individual$ sublot test values n = Number of sublot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of sublot test values in the set $d_1, d_2, \dots d_n$ = Deviations of the individual sublot test values x_1, x_2, \dots from the average

that is:
$$d_1 = (x_1 - X)$$
, $d_2 = (x_2 - X)$... $d_n = (x_n - X)$

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n = Number of sublot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$\begin{aligned} \mathbf{Q}_{L} &= \left(\mathbf{X} - \mathbf{L}\right) / \, \mathbf{S}_{n} \\ &\quad \text{and} \\ \mathbf{Q}_{U} &= \left(\mathbf{U} - \mathbf{X}\right) / \, \mathbf{S}_{n} \end{aligned}$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + ... x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95\%$$
 density

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with Q_L= 1.44 and n= 4.

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 ...n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.

$$P_{L} = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.

$$P_{U} = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

- A. Outlier Determination for Mat Density.
 - **1.** Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

- **2.** From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.
 - 3. Use average density, standard deviation, and test criterion value to evaluate density measurements.
 - a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

- **b.** For measurements less than the average:
 - If (average measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

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Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63% OR

less than $(97.95 - 1.463 \times 1.15) = 96.27\%$.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within	Positive Values of Q (Q _L and Q _U)								
Limits (P∟ and P _∪)	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10	
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362	
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630	
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420	
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454	
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635	
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914	
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265	
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670	
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118	
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602	
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115	
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653	
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212	
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789	
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382	
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990	
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610	
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241	
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882	
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533	
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192	
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858	
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531	
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211	
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896	
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587	
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282	
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982	
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686	
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394	
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105	
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820	
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537	
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257	
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980	
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705	
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432	
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161	
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892	
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624	
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358	
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093	
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829	
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566	
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304	
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042	
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781	
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521	
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260	

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Percent Within	Positive Values of Q (Q _L and Q _U)							
Limits (P∟ and Pυ)	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent	Negative Values of Q (Q _L and Q _U)								
Within Limits (P _L and P _U)	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10	
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260	
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521	
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781	
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042	
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304	
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566	
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829	
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093	
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358	
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624	
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892	
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161	
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432	
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705	
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980	
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257	
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537	
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820	
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105	
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394	
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686	
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982	
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282	
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587	
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896	
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211	
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531	
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858	
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192	
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533	
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882	
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241	
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610	
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990	
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382	
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789	
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212	
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653	
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115	
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602	
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118	
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670	
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265	
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914	
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635	
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454	
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420	
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630	
		1.1100	1.0010	1.0002	-1.8888	-1.9520	-1.9994	-2.0362	

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM E178

Standard Practice for Dealing with Outlying Observations

END OF ITEM C-110

ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS DESCRIPTION

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

101-1.2 Limits of pavement removal, pavement repair, joint and crack repair, paint and rubber removal, and cold milling are estimated in the plans. Actual limits of these items shall be coordinated with the Engineer prior to construction.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

- **b. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed.
- **c.** Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.
- **d. Disposal.** All existing pavement removed shall be disposed of off-site. All hauling will be considered a necessary and incidental part of the work. Its costs shall be considered by the Contractor and included in the contract unit price for the pay items of work involved. No payment will be made separately or directly for hauling on any part of the work.
- **101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt

with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed ¼ inch. Any excess joint or crack sealer shall be removed from the payement surface.

Wider cracks (over 2 inches wide), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Sieve Size Percent Passing No. 4 (4.75 mm) 100 No. 8 (2.36 mm) 90-100 No. 16 (1.18 mm) 65-90

40-60

25-42

15-30

10-20

Gradation

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 RPR.

No. 30 (600 µm) No. 50 (300 µm)

No. 100 (150 µm)

No. 200 (75 µm)

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

- **a. Soil Sterilants**. Soil sterilants shall contain Bromacil or Prometone and shall be approved by the Engineer. Application rates shall be in accordance with the manufacturer's recommendations.
- **b. Crack Preparation.** A high temperature compressed air lance shall be used at all times to blast out any vegetation, dirt, dampness and loose materials from the cracks. Existing crack sealant which is deteriorated shall be removed as directed by the Engineer. The high velocity hot air shall be not less than 2,000 °F in temperature. The air lance shall operate in a no flame impingement condition and shall have a directional controlled velocity of 330-fps minimum and a combustion temperature at ignition of no less than 2,000 °F. After cleaning of crack, tack coat shall be applied prior to the application of emulsified asphalt and aggregate. Tack coat shall conform to Item P-603 of these specifications.
- c. Filler Application. After cracks have been cleaned, received soil sterilant and tack coat, and have been approved by the Engineer, the cracks shall be filled with the emulsified asphalt and aggregate described within this specification. The mix shall be raked in the crack by hand in order to completely fill the entire crack. Once the crack is filled, excess asphalt mix shall be rounded up along the length of the crack, and pinched into the crack using a small asphalt roller. The application and compaction method shall be approved by the Engineer prior to beginning crack cleaning operations.
- **101-3.3** Removal of Foreign Substances/contaminates prior to overlay. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, cold milling, high-pressure water, heater scarifier, sandblasting, or rotary grinding may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent

to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

- 101-3.4 Concrete spall or failed asphaltic concrete pavement repair.
 - a. Repair of concrete spalls in areas to be overlaid with asphalt. Not used.
- **b. Asphalt pavement repair.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.
- **101-3.5 Cold milling.** Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport property. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.
- a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR-Contractor shall layout the area to be milled with a straightedge in increments of 1-foot widths. The Contractor's layout shall be approved by the RPR prior to beginning milling operations. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of negligence, shall be repaired by the Contractor at the Contractor's Expense.
- **b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of **7** feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport.
- **c. Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.
- **101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment.** Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:
- **a.** Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.
 - **b.** Repair joints and cracks in accordance with paragraph 101-3.2.
- **c.** Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

- **101-3.7 Maintenance**. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.
- **101-3.8 Preparation of Joints in Rigid Pavement prior to resealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.
- 101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.
- **101-3.8.2 Cleaning prior to sealing.** Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.
- 101-3.8.3 Joint sealant. Joint material and installation will be in accordance with Item P-605.
- **101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, the method used cleans the cracks and does not damage the pavement.
- **101-3.9.1 Preparation of Crack**. Widen crack with router by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.
- **101-3.9.2 Removal of Existing Crack Sealant**. Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.
- 101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with Item P-605.
- 101-3.10 Removal of Pipe and other Buried Structures.
- **a.** Removal of Existing Pipe Material. Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% of ASTM D1557.
- **b.** Removal of Inlets/Manholes. Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to 95% of ASTM D155, when outside of paved areas must be compacted to 95% of ASTM D698.

METHOD OF MEASUREMENT

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. 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. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal. No

direct measurement or payment shall be made for removal of pipe and other buried structures. Removal of pipe and other buried structures shall be incidental to payement removal.

- 101-4.2 Joint and crack repair. The unit of measurement for joint and crack repair shall be the linear foot of joint.
- 101-4.3 Removal of Foreign Substances/contaminates. The unit of measurement for foreign Substances/contaminates removal shall be number the square yards.
- 101-4.4 Spalled and failed asphalt pavement repair. The unit of measure for failed asphalt pavement repair shall be square foot.
- 101-4.5 Concrete Spall Repair. The unit of measure for concrete spall repair shall be the number of square feet. The location and average depth of the patch shall be determined and agreed upon by the RPR and the Contractor.
- 101-4.6 Cold milling. The unit of measure for cold milling variable depth of milling per square yard. The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.
- 101-4.7 Removal of Pipe and other Buried Structures. The unit of measurement for removal of pipe and other buried structures shall be the number of length feet.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1	Full Depth Pavement Removal – per Square Yard
Item P-101-5.2a	Crack Repair (Low) – per Linear Foot
Item P-101-5.2b	Crack Repair (Moderate) – per Linear Foot
Item P-101-5.2c	Crack Repair – Full Depth (High) – per Linear Foot
Item P-101-5.3	Removal of Foreign Substances/Contaminates – per Square Yard
Item P-101-5.4	Surface Preparation / Marking Removal – per Square Yard
Item P-101-5.5	Transitional Variable-Depth Milling – per Square Yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for

Concrete and Asphalt Pavements

END OF ITEM P-101

ITEM P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

- 152-1.2 Classification. All material excavated shall be classified as defined below:
- **a. Unclassified excavation.** Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature
- **b. Borrow excavation**. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas designated by the Resident Project Representative (RPR) within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries.
- **152-1.3 Unsuitable excavation.** Unsuitable material shall be disposed of offsite. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR. Undercutting of material unsatisfactory for subgrade foundation, roads, shoulders, or areas intended for turfing shall be considered unsuitable excavation and shall be excavated to the depth specified by the Engineer below the subgrade.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of offsite. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

- a. Blasting. Blasting shall not be allowed.
- **152-2.2 Excavation.** No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of

the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of *as described in paragraph 152-1.3* shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

- a. Selective grading. When the quality of material varies significantly selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.
- b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard for Unsuitable Excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a necessary part of Unsuitable Excavation part of the embankment. Where rock cuts are made, backfill with select material. Any pockets

created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as Unsuitable Excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans. All work associated with the excavation, removal, backfill, disposal, and/or stockpiling of existing structures and culverts will not be measured for separate payment but will be considered subsidiary to "Unclassified Excavation".

152-2.3 Borrow excavation.

There are no borrow sources within the boundaries of the airport property. The Contractor shall locate and obtain borrow sources, subject to the approval of the RPR. The Contractor shall notify the RPR at least **15** days prior to beginning the excavation so necessary measurements and tests can be made by the RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

Imported material for fill or backfill under pavements shall meet the criteria provided below:

- Maximum liquid limit of 40
- Maximum plasticity index value of 20
- Minimum dry density of 100 pcf
- Free of large rock fragments (greater than 3 inches in diameter) and organic materials (less than 5 percent by weight)
- **152-2.4 Drainage excavation.** Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.
- **152-2.5 Preparation of cut areas or areas where existing pavement has been removed.** In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100 % of maximum density for non-cohesive soils, and **95**% of maximum density for cohesive soils as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.
- **152-2.6 Preparation of embankment area.** All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the Contractor for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. Under all areas to be paved, the embankments shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum density as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment and after compaction is completed, the subgrade area shall be proof rolled with a 20 ton Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi in the presence of the RPR. Apply a minimum of **25%** coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the $\frac{3}{4}$ inch (19.0 mm) sieve, follow the methods in ASTM D698 Tests for moisture content and compaction will be taken at a minimum of **3,000** S.Y. of subgrade. All quality assurance testing shall be

done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, recompacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

- **a. Smoothness.** The finished surface shall not vary more than +/- ½ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.
- **b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by the comparison of digital terrain model (DTM) surfaces. The end area is that bound by the original ground line established by the design survey field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

In cut sections, the additional cut required to construct the topsoil layer to the plan grade has not been measured and will not be measured for separate payment but will be subsidiary to "Unclassified Excavation". In fill sections, the additional fill required to replace the stripped material has not been measured and will not be measured for payment but will be subsidiary to "Unclassified Excavation".

No allowance has been made in the measurement for shrink/swell. The Contractor shall make his own determination as to the amount of shrink/swell involved in the construction of the embankment.

The Contractor shall make his/her own determination as to the suitability of the excavated material to be placed in embankments and the resulting additional off-site material required for the construction of the embankment. Additional off-site material required for the formation of embankment shall not be measured for separate payment but shall be considered subsidiary to "Unclassified Excavation".

Measurement of unclassified borrow excavation shall be based on plan quantities. These quantities are believed to be correct and shall be utilized for final payment not withstanding any adjustments to the project by written direction of the Engineer. Prior to disturbance of the existing ground the contractor shall provide the Engineer a topographic survey of the existing ground performed by a surveyor licensed in the State of Arkansas. The Contractor shall also submit a letter to the Engineer that states they agree to the plan quantities. Should the contractor find discrepancies and/or errors, he/she shall bring the discrepancy and/or error to the attention of the Engineer immediately and corrections shall be made to the quantity of excavation to be paid for by change order. It is expressly understood by the contractor that upon disturbance of the existing ground and no notification to the Engineer of possible errors, that the contractor accepts as final payment the quantities of excavation as detailed on the plans and laid out in the bid form.

No adjustment has been made to the plan quantities for the construction or demolition of existing drainage structures. The Contractor shall make his/her own determination as to the amount of unsuitable excavated material which may be encountered and the resulting additional borrow material required for the construction of the embankment. There will be no adjustment for additional embankment required to construct the project if the excavated material is deemed unsuitable.

152-3.1 The quantity of unclassified **and** borrow excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

BASIS OF PAYMENT

152-4.1 Unclassified Excavation and Borrow Excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1 Unclassified Excavation – per Cubic Yard

Item P-152-4.2 Borrow Excavation – per Cubic Yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180 Standard Method of Test for Moisture-Density Relations of Soils Using a

4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil

Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the

Sand-Cone Method

ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil

Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN-m/m³))

ASTM D6938 Standard Test Methods for In-Place Density and Water Content of Soil and

Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2 Operational Safety on Airports During Construction Software

Software

FAARFIELD - FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

ITEM P-153 CONTROLLED LOW-STRENGTH MATERIAL (CLSM)

DESCRIPTION

153-1.1 This item shall consist of furnishing, transporting, and placing a controlled low-strength material (CLSM) as flowable backfill in trenches or at other locations shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

153-2.1 Materials.

- **a. Cement.** Cement shall conform to the requirements of ASTM C150, Types I, II, or V; ASTM C595, Types IS, IP, IL, or IT.
 - b. Fly ash. Fly ash shall conform to ASTM C618, Class C or F.
- **c. Fine aggregate (sand).** Fine aggregate shall conform to the requirements of ASTM C33 except for aggregate gradation. Any aggregate gradation which produces the specified performance characteristics of the CLSM and meets the following requirements, will be accepted.

Sieve Size	Percent Passing by weight
3/4 inch (19.0 mm)	100
No. 200 (75 µm)	0 - 12

d. Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

MIX DESIGN

- **153-3.1 Proportions.** The Contractor shall submit, to the RPR, a mix design including the proportions and source of aggregate, fly ash, cement, water, and approved admixtures. No CLSM mixture shall be produced for payment until the RPR has given written approval of the proportions. The proportions shall be prepared by a laboratory and shall remain in effect for the duration of the project. The proportions shall establish a single percentage or weight for aggregate, fly ash, cement, water, and any admixtures proposed. Laboratory costs are incidental to this item.
- **a. Compressive strength.** CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi when tested in accordance with ASTM D4832, with no significant strength gain after 28 days.
- **b. Consistency.** Design CLSM to achieve a consistency that will produce an approximate 8-inch diameter circular-type spread without segregation. CLSM consistency shall be determined per ASTM D6103.

CONSTRUCTION METHODS

153-4.1 Placement.

- a. Placement. CLSM may be placed by any reasonable means from the mixing unit into the space to be filled. Agitation is required during transportation and waiting time. Placement shall be performed so structures or pipes are not displaced from their final position and intrusion of CLSM into unwanted areas is avoided. The material shall be brought up uniformly to the fill line shown on the plans or as directed by the RPR. Each placement of CLSM shall be as continuous an operation as possible. If CLSM is placed in more than one lift, the base lift shall be free of surface water and loose foreign material prior to placement of the next lift.
- **b. Contractor Quality Control**. The Contractor shall collect all batch tickets to verify the CLSM delivered to the project conforms to the mix design. The Contractor shall verify daily that the CLSM is

consistent with 153-3.1a and 153-3.1b. Adjustments shall be made as necessary to the proportions and materials as needed. The Contractor shall provide all batch tickets to the RPR.

c. Limitations of placement. CLSM shall not be placed on frozen ground. Mixing and placing may begin when the air or ground temperature is at least 35°F and rising. Mixing and placement shall stop when the air temperature is 40°F and falling or when the anticipated air or ground temperature will be 35°F or less in the 24-hour period following proposed placement. At the time of placement, CLSM shall have a temperature of at least 40°F.

153-4.2 Curing and protection

- **a. Curing.** The air in contact with the CLSM shall be maintained at temperatures above freezing for a minimum of 72 hours. If the CLSM is subjected to temperatures below 32°F, the material may be rejected by the RPR if damage to the material is observed.
- **b. Protection.** The CLSM shall not be subject to loads and shall remain undisturbed by construction activities for a period of 48 hours or until a compressive strength of 15 psi is obtained. The Contractor shall be responsible for providing evidence to the RPR that the material has reached the desired strength. Acceptable evidence shall be based upon compressive tests made in accordance with paragraph 153-3.1a.
- **153-4.3 Quality Assurance (QA) Acceptance.** CLSM QA acceptance shall be based upon batch tickets provided by the Contractor to the RPR to confirm that the delivered material conforms to the mix design.

METHOD OF MEASUREMENT

153-5.1 Measurement.

No separate measurement for payment shall be made for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

153-6.1 Payment.

No payment will be made separately or directly for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low- Strength Material (CLSM) Test Cylinders
ASTM D6103	Flow Consistency of Controlled Low Strength Material (CLSM)

END OF ITEM P-153

ISSUED FOR BID

ITEM P-154 SUBBASE COURSE

DESCRIPTION

154-1.1 This item shall consist of a subbase course composed of granular materials constructed on a prepared subgrade or underlying course in accordance with these specifications, and in conformity with the dimensions and typical cross-section shown on the plans.

MATERIALS

154-2.1 Materials. The subbase material shall consist of hard durable particles or fragments of granular aggregates recycled asphalt pavement (RAP), and/or recycled concrete pavement (RCO). The material may be obtained from gravel pits, stockpiles, or may be produced from a crushing and screening plant with proper blending. The materials from these sources shall meet the requirements for gradation, quality, and consistency. The material shall be free from vegetative matter, excessive amounts of clay, and other objectionable substances; uniformly blended; and be capable of being compacted into a dense, stable subbase.

The subbase material shall exhibit a California Bearing Ratio (CBR) value of at least 20 when tested in accordance with ASTM D1883. The subbase material shall meet the gradation specified in the table below.

Subbase Gradation Requirements

Sieve designation	Percentage by weight passing sieves		Contractor's Final	Job Control Grading Band
	Subbase Aggregate	Recycled pavement (RAP or RCO)	Gradation	Tolerances ¹ (Percent)
3 inch (75 mm)	100			0
1 1/2 inch (37.5 mm)		100		0
3/4 inch (19.0 mm)	70-100	70-100		±10
No. 10 (2.00 mm)	20-100	20-100		±10
No. 40 (425 µm)	5-60	5-60		±5
No. 200 (75 µm)	0-15	0-15		±5

¹The "Job Control Grading Band Tolerances" shall be applied to "Contractor's Final Gradation" to establish the job control grading band

The portion of the material passing the No. 40 sieve shall have a liquid limit of not more than 25 and a plasticity index of not more than six (6) when tested in accordance with ASTM D4318.

154-2.2 Sampling and testing.

a. Aggregate base materials. Samples shall be taken by the Contractor per ASTM D75 for initial aggregate subbase requirements and gradation. Material shall meet the requirements in paragraphs 154-2.1. The Contractor shall submit to the Resident Project Representative (RPR) certified test results showing

that the aggregate meets the Material requirements of this section. Tests shall be representative of the material to be used for the project.

b. Gradation requirements. The Contractor shall take at least **one** aggregate subbase sample per day in the presence of the RPR to check the final gradation. Samples shall be taken from the in-place, uncompacted material at sampling locations determined by the RPR on a random basis per ASTM D3665. Sampling shall be per ASTM D75 and tested per ASTM C136 and ASTM C117. Results shall be furnished to the RPR by the Contractor each day during construction. Material shall meet the requirements in paragraph 154-2.1.

154-2.3 Separation Geotextile. Not used.

154-2.4 Geogrid. Not used.

CONSTRUCTION METHODS

154-3.1 General. The subbase course shall be placed where designated on the plans or as directed by the RPR. The material shall be shaped and thoroughly compacted within the tolerances specified.

Granular subbases which, due to grain sizes or shapes, are not sufficiently stable to support the construction equipment without movement, shall be mechanically modified to the depth necessary to provide stability as directed by the RPR. The mechanical modification shall include the addition of a fine-grained medium to bind the particles of the subbase material sufficiently to furnish a bearing strength, so the course will not deform under construction equipment traffic.

154-3.2 Preparing underlying course. Prior to constructing the subbase course, clean the underlying course or subgrade of all foreign substances. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances in accordance with Item P-152. Correct ruts, soft yielding spots in the underlying courses, and subgrade areas having inadequate compaction and/or deviations of the surface from the specified requirements, by loosening and removing soft or unsatisfactory material, adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses or subgrades containing sands or gravels, as defined in ASTM D2487, the surface shall be stabilized prior to placement of the overlying course by mixing the overlying course material into the underlying course, and compacting by approved methods. The stabilized material shall be considered as part of the underlying course and shall meet all requirements for the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the overlying course is placed. The underlying course shall be checked and accepted by the RPR before placing and spreading operations are started.

To protect the subgrade and to ensure proper drainage, spreading of the subbase shall begin along the centerline of the pavement on a crowned section or on the high side of pavements with a one-way slope.

154-3.3 Control Strip. The first half-day of subbase construction shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

154-3.4 Placement. The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping

from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted. The material shall not be placed when the underlying course is soft or yielding.

The material shall meet gradation and moisture requirements prior to compaction. Material may be freedraining and the minimum moisture content shall be established for placement and compaction of the material.

The material shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

- **154-3.5 Compaction.** The subbase material shall be compacted, adjusting moisture as necessary, to be within ±2% of optimum moisture. The field density of the compacted material shall be at least **100**% of the maximum density as specified in paragraph 154-3.9a. If the specified density is not attained, the area of the lift represented by the test shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.
- **154-3.6 Weather limitation**. Material shall not be placed unless the ambient air temperature is at least 40°F and rising. Work on subbase course shall not be conducted when the subgrade is wet or frozen or the subbase material contains frozen material.
- **154-3.7 Maintenance**. No base or surface course shall be placed on the subbase until the subbase has been accepted by the RPR. The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, the Contractor shall verify that materials still meet all specification requirements before placement of additional material. Equipment may be routed over completed sections of subbase course, provided the equipment does not damage the subbase course and the equipment is routed over the full width of the completed subbase course. Any damage to the subbase course from routing equipment over the subbase course shall be repaired by the Contractor at their expense.
- **154-3.8 Surface tolerance.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.
- **a. Smoothness.** The finished surface shall not vary more than $\pm 1/2$ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.
- **b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.
- **154-3.9 Acceptance sampling and testing.** The aggregate base course shall be accepted for density and thickness on an area basis. Two tests shall be made for density and thickness for each 1200 square yards. Sampling locations will be determined on a random basis per ASTM D3665.
- **a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

When the material has greater than 30 percent retained on the ¾ inch sieve, use methods in ASTM D698 and the procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles.

b. Thickness. The thickness of the base course shall be within +0 and -1/2 inch of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

154-4.1 Subbase course shall be measured by the number of square yards of subbase course material placed and compacted to specified density and plan thickness requirements in the completed course. The quantity of subbase course material shall be measured in final position based upon survey of the completed work computed from elevations to the nearest 0.01 foot. On individual depth measurements, thicknesses more than 1/2 inch in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch in computing the yardage for payment. Subbase materials shall not be included in any other excavation quantities.

BASIS OF PAYMENT

154-5.1 Payment shall be made at the contract unit price per square yard for subbase course. This price shall be full compensation for furnishing all materials; for all preparation, hauling, 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-154-5.1 6-inch Subbase Course – per Square Yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75- μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

ISSUED FOR BID

ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D4759	Practice for Determining the Specification Conformance of Geosynthetics
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

American Association of State Highway and Transportation Officials (AASHTO)

M 288 Geotextile Specification for Highway Applications

END OF ITEM P-154

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ITEM P-209 CRUSHED AGGREGATE BASE COURSE DESCRIPTION

209-1.1 This item consists of a base course composed of crushed aggregate base constructed on 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 Crushed aggregate base. Crushed aggregate shall consist of clean, sound, durable particles of crushed stone, crushed gravel, and shall be free from coatings of clay, silt, organic material, clay lumps or balls or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as consistent and uniform as practicable. Fine aggregate portion, defined as the portion passing the No. 4 (4.75 mm) sieve shall consist of fines from the coarse aggregate crushing operation. The fine aggregate shall be produced by crushing stone, or gravel that meet the coarse aggregate requirements for wear and soundness. Aggregate base material requirements are listed in the following table.

CRUSHED AGGREGATE BASE MATERIAL REQUIREMENTS

Material Test	Requirement	Standard	
Coarse Aggregate			
Resistance to Degradation	Loss: 45% maximum	ASTM C131	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88	
Percentage of Fractured Particles	Minimum 90% by weight of particles with at least two fractured faces and 98% with at least one fractured face ¹	ASTM D5821	
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles ²	ASTM D4791	
Clay lumps and friable particles	Less than or equal to 3 percent	ASTM C142	
Fine Aggregate			
Liquid limit	Less than or equal to 25	ASTM D4318	
Plasticity Index	Not more than five (5)	ASTM D4318	

¹ The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

209-2.2 Gradation requirements. The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

² A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

GRADATION OF AGGREGATE BASE

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances ¹ (Percent)
2 inch (50 mm)	100		0
1-1/2 inch (37.5 mm)	95-100		±5
1 inch (25.0 mm)	70-95		±8
3/4 inch (19.0 mm)	55-85		±8
No. 4 (4.75 mm)	30-60		±8
No. 40 ² (425 µm)	10-30		±5
No. 200 ² (75 μm)	0-10		±3

¹ The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

209-2.3 Sampling and Testing.

- **a. Aggregate base materials.** The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraph 209-2.1. This sampling and testing will be the basis for approval of the aggregate base quality requirements.
- **b. Gradation requirements.** The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 209-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

209-2.4 Separation Geotextile. Not used.

CONSTRUCTION METHODS

209-3.1 Control strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

 $^{^2}$ The fraction of material passing the No 200 (75 µm) sieve shall not exceed two-thirds the fraction passing the No 40 (425 µm) sieve.

209-3.2 Preparing underlying subgrade and/or subbase. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Reproof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

- **209-3.3 Production**. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 209-3.5, the approved material may be transported directly to the placement.
- **209-3.4 Placement**. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

209-3.5 Compaction. Immediately after completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D1557. The moisture content of the material during placing operations shall be within ±2 percentage points of the optimum moisture content as determined by ASTM D698. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

- **209-3.6 Weather limitations.** Material shall not be placed unless the ambient air temperature is at least 40°F and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.
- **209-3.7 Maintenance.** The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at the Contractor's expense.
- **209-3.8 Surface tolerances.** After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

- **b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +0 and -1/2 inch of the specified grade.
- **209-3.9** Acceptance sampling and testing. Crushed aggregate base course shall be accepted for density and thickness on an area basis. Two tests shall be made for density and thickness for each 1200 square yards. Sampling locations will be determined on a random basis per ASTM D3665
- **a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes at least 3 inches in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

209-4.1 The quantity of crushed aggregate base course will be determined by measurement of the number of square yards of material actually constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

BASIS OF PAYMENT

209-5.1 Payment shall be made at the contract unit price per square yard for crushed aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-209-5.1 6-inch Crushed Aggregate Base Course – per Square Yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN-m/m³))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate

ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and

Soil-Aggregate by Nuclear Methods (Shallow Depth)

ASTM D7928 Standard Test Method for Particle-Size Distribution (Gradation) of Fine-

Grained Soils Using the Sedimentation (Hydrometer) Analysis

American Association of State Highway and Transportation Officials (AASHTO)

M288 Standard Specification for Geosynthetic Specification for Highway

Applications

END OF ITEM P-209

ITEM P-605 JOINT SEALANTS FOR PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

- **605-2.2 Backer rod.** The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.
- **605-2.3 Bond breaking tapes.** Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

Prior to beginning the sealing operation, the Contractor shall have the sealant supplier demonstrate, to the satisfaction of the Engineer, the cleaning and installation procedures for the crack sealant to be installed on the project.

- **605-3.2 Equipment.** Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, **30** days prior to use on the project.
- **a. Tractor-mounted routing tool**. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.
- **b. Hot-poured sealing equipment.** The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

- **a. Sawing**. 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, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by tractor-mounted routing equipment as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of ½ inch from the joint edge shall be sandblasted clean. 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 inches from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.
- **c. Backer Rod.** When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.
- **d. Bond-breaking tape.** Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.
- **605-3.4 Installation of sealants.** Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8 inch ±1/16 inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

- **605-3.5 Inspection.** The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.
- **605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall not be measured and shall be considered subsidiary to the Crack Repair P-101 pay items.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material not be made and shall be considered subsidiary to the Crack Repair P-101 pay items.

Payment will be made under:

Item P-605-5.1 Joint Sealing Filler per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789 Standard Test Method for Determination of Relative Viscosity of

Polyamide (PA)

ASTM D5249 Standard Specification for Backer Material for Use with Cold- and Hot-

Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for

Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30 Design and Installation Details for Airport Visual Aids

END ITEM P-605

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ITEM P-608-R RAPID CURE SEAL COAT DESCRIPTION

608-R-1.1 This item shall consist of the application of an asphalt surface treatment composed of natural and refined asphalt materials, additives, and light oils, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including aprons, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans.

The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term asphalt means natural and refined asphalt materials in this specification.

MATERIALS

608-R-2.1 Aggregate. The fine-aggregate material shall be a dry, clean, sound, durable, angular shaped, with highly textured surfaces, manufactured specialty abrasive aggregate. It shall have 100% fractured faces, SiO2 content of 55% minimum, CaO of **3**% max, with a sand equivalent greater than 85 and a Mohs hardness of 7 or greater. Additional characteristics as outlined in the following table(s). The Contractor shall submit specialty aggregate manufacturer's technical data and the specialty aggregate manufacturer's certification indicating that the specialty aggregate meets the requirements of the specification to the RPR prior to start of construction. The aggregate must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136:

Aggregate Material Gradation Requirements

Sieve Designation	Percentage by Weight Passing Sieves	
No. 8	100	
No. 14	98-100	
No. 16	85-100	
No. 30	15-45	
No. 50	0-8	
No. 70	0-2	

Aggregate Characteristics

Test	Standard	Range
Micro-Deval	ASTM D7428	15% max
Magnesium Sulfate Soundness	ASTM C88	2% max
Aggregate Angularity	ASTM C1252 – Test Method A	45% min
Moisture Content (%)	ASTM C566	2% max
Bulk Dry Specific Gravity	ASTM C128	2.6 - 3.0
Absorption (%)	ASTM D2216	3% max
Mohs Hardness	Mohs Scale	7 min

The Contractor shall provide a certification of analysis (COA) showing analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

608-R-2.2 Asphalt material. The asphalt material base residue shall contain not less than 40% gilsonite, or uintaite, and shall not contain any tall oil pitch or coal tar material. The material shall be compatible with asphalt pavement, and have a 5-year minimum proven aviation performance record at airports with similar climatic conditions. The solvent-based rapid cure material shall meet the following properties:

Properties for Asphalt Sealing Material

Properties	Specification	Limits
Kinematic Viscosity at 140°F (60°C)	ASTM D4402	10-30 cSt
Percent Residue by Distillation	ASTM D402	30-45%

Tests on Residue from Distillation

Properties	Specification	Limits
Penetration at 77°F (25°C)	ASTM D5	2-12 dmm
Softening Point	ASTM D36	180-200
Solubility in 1,1,1 Trichloroethylene	ASTM D2042	99% min.
HCI Precipitation Value		18-25

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt sealer delivered to the project. If the asphalt sealer is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt sealer properties. The COA shall be provided to and approved by the RPR before the asphalt material is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt sealing material must be applied in an undiluted form. The material may be stored at ambient temperature for long periods of time if necessary. Storage will follow industry standard recommendations due to the flammability of the material; avoid sparks and open flames to come into contact with the material or any gasses that might be escaping the storage vessel.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-R-2.3 Seal Coat with Aggregate. The Contractor shall submit friction test data from at least two (2) airport projects identified under 608-R-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

COMPOSITION AND APPLICATION RATE

608-R-3.1 Application Rate. The approximate amounts of materials per square yard for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative for control strip evaluations, and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution	Quantity of Sealer	Quantity of
Rate	gal/yd²	Aggregate lb/yd2
N/A	0.08-0.15	

608-R-3.2 Control areas and control strips. A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both sealer and aggregate to be evaluated and approved by the RPR.

A test area and/or section shall be applied for each differing asphalt pavement surface identified in the project. The control area(s) and/or control strip(s) shall be used to determine the material application rate(s) of both sealer and aggregate prior to full production. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

- **a. For taxiway, taxilane and apron surfaces.** Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.
- **b. For runway and high-speed exit taxiway surfaces.** Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet long by 12 feet wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. Before beginning the control strip(s), the skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application.

The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 2 to 4 hours after application of the control strips depending on site conditions. Aircraft shall not be permitted on the runway or high-speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph wet with approved CFME.

c. Control strip. If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-R-8.1.

CONSTRUCTION METHODS

608-R-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt sealer product and aggregate and require workmen to follow the manufacturer's recommended safety

precautions. All additional industry standard safety precautions regarding the storage and applications of solvent based asphalts should be understood and followed by the Contractor.

- **608-R-4.2 Weather limitations.** The asphalt sealer shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied when dust or aggregate is blowing or when rain is anticipated within four (4) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 55°F and rising. The sealer will shall not be applied when pavement temperatures are expected to exceed 160F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the sealer. Should sealer get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.
- **608-R-4.3 Equipment and tools.** The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.
- a. Pressure distributor. The sealer shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the sealer. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven (700) feet per minute. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use. The distributor truck shall be equipped with a 12-foot, minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the sealer, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively mix the material prior to application.

The distributor shall be equipped with a hand sprayer to spray the sealer in areas not accessible to the distributor truck.

- **b. Aggregate spreader.** The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply aggregate to the sealer in a single pass operation without driving through wet sealer. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the aggregate at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The aggregate spreader shall have a minimum hopper capacity of 3,000 pounds of aggregate. Push-type hand spreaders will be allowed for use around lights, signs and other obstructions, if necessary.
- **c. Power broom/blower.** A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

- **608-R-4.4 Preparation of asphalt pavement surfaces.** Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.
- a. New asphalt pavement surfaces. Allow new asphalt pavement surfaces to cure so that there is no concentration of oils on the surface. A period of at least 30 days at 70°F daytime temperatures should elapse between the placement of a hot mixed asphalt concrete surface course and the application of the surface treatment.

Perform a water-break-free test to confirm that the surface oils have degraded and dissipated. (Cast approximately one gallon of clean water out over the surface. The water should sheet out and wet the surface uniformly without crawling or showing oil rings.) If signs of crawling or oil rings are apparent on the pavement surface, additional time must be allowed for additional curing and retesting of the pavement surface prior to treatment.

608-R-4.5 Application of asphalt sealer. The asphalt sealer shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. Recommended material temperature for application is 70°F to 90°F, but depending on the application equipment used, good material dispersion and pavement coverage may be achieved at lower material temperatures. The material should not be heated above 100°F.

Pavement surfaces which have excessive runoff of seal coat due to excessive amount of material being applied or excessive surface grade shall be treated in two or more applications, if feasible, to the specified application rate at no additional cost to the Owner. Each additional application shall be performed after the prior application of material has penetrated into the pavement.

If low spots and depressions greater than 1/2 inch in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee. Brooming shall continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling shall not cause excessive pavement tackiness and/or additional distress.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred. Asphalt materials shall not be discharged into borrow pits or gutters or on the airport area.

Caution. Heating asphalt binders of any kind always constitutes some degree of hazard. The most hazardous of these are cutback asphalts because of the highly volatile solvents used. Care must be taken not to allow any spark or open flame to come in contact with the cutback asphalt or the gases from cutback asphalt due to the low flash point. It is the Contractor's responsibility to understand and adhere to these standards in regards to staying within the recommended application temperatures of this material and at all times during production.

608-R-4.6 Application of aggregate material. Immediately following the application of the asphalt sealer, aggregate at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt sealer in a single-pass operation simultaneous with the sealer application. The sealer material and aggregate shall be applied simultaneously in a single pass operation, so as to not drive through the applied fresh sealer. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the aggregate shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-R-5.1 Manufacturer's representation. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-R-5.2 Contractor qualifications. The Contractor shall provide the RPR with the seal coat Contractor's qualifications for applicators, personnel and equipment. The Contractor shall also provide documentation that the seal coat Contractor is qualified to apply the seal coat and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-R-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-R-6.2 Friction tests. Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runway and high-speed taxiways that have received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph both wet, 15 feet to each side of runway centerline. The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

METHOD OF MEASUREMENT

608-R-7.1 Asphalt surface treatment. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

BASIS OF PAYMENT

608-R-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, including the friction testing and all work required to meet AC 150/5320-12, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Payment will be made under:

Item P-608-R-8.1 Rapid Cure Seal Coat – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C128	Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM C1252	Standard Test Methods for Uncompacted Void Content of Fine Aggregate
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D36	Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
ASTM D402	Standard Test Method for Distillation of Cutback Asphalt
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2216	Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
ASTM D6433	Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys
ASTM D6997	Standard Test Method for Distillation of Emulsified Asphalt
ASTM D7428	Standard Test Method for Resistance of Fine Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus
Advisory Circulars (AC)	
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements
AC 150/5380-7	Airport Pavement Management Program (PMP)

END OF ITEM P-608-R ISSUED FOR BID

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ITEM P-610 CONCRETE FOR MISCELLANEOUS STRUCTURES DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized. If expansion of either the coarse or fine aggregate exceeds 0.08% at 14 days, limit the alkali of the concrete to be less than or equal to 3.0 lb per cubic yard, calculated in accordance with EB 106.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 ½ inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
3/4 inch (19 mm)	67
½ inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking.

Coarse aggregate may only be accepted from sources that have a 20-year service history for the same gradation to be supplied with no history of D-Cracking. Aggregates that do not have a 20-year record of service free from major repairs (less than 5% of slabs replaced) in similar conditions without D-cracking shall not be used unless the material currently being produced has a durability factor greater than or equal to 95 per ASTM C666. The Contractor shall submit a current certification and test results to verify the aggregate acceptability. Test results will only be accepted from a State Department of Transportation (DOT) materials laboratory or an accredited laboratory. Certification and test results which are not dated or which are over one (1) year old or which are for different gradations will not be accepted.

Crushed granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite or trap rock are considered to meet the D-cracking test requirements but must meet all other quality tests specified in Item P-501.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C150, Types I or II or ASTM C 595 Type IL.

610-2.5 Cementitious materials.

- **a. Fly ash.** Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.
- **b. Slag cement (ground granulated blast furnace (GGBF)).** Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.
- **610-2.6 Water.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.
- **610-2.7 Admixtures.** The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.
- **a. Air-entraining admixtures**. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.
- **b. Water-reducing admixtures**. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.
- **c. Other chemical admixtures**. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751 or ASTM D1752.

- **610-2.9 Joint filler.** The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.
- **610-2.10 Steel reinforcement.** Reinforcing shall consist of **reinforcing steel** conforming to the requirements of ASTM A615.
- **610-2.11 Materials for curing concrete.** Curing materials shall conform to ASTM C171 for waterproof paper or clear or white polyethylene sheeting, or ASTM C309 for white-pigmented liquid membrane forming compound, type 2, Class B.

CONSTRUCTION METHODS

- **610-3.1 General.** The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.
- **610-3.2 Concrete Mixture.** The concrete shall develop a compressive strength of 4,000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard. The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/-1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches as determined by ASTM C143.
- **610-3.3 Mixing.** Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F nor more than 100°F. The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

- **610-3.5 Placing reinforcement.** All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.
- **610-3.6 Embedded items.** Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or

any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

- **610-3.7 Concrete Consistency**. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.
- **610-3.8 Placing concrete.** All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.
- **610-3.9 Vibration.** Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.
- 610-3.10 Joints. Joints shall be constructed as indicated on the plans.
- **610-3.11 Finishing.** All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.
- **610-3.12 Curing and protection.** All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.
- **610-3.13 Cold weather placing.** When concrete is placed at temperatures below 40°F, follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.
- **610-3.14 Hot weather placing.** When concrete is placed in hot weather greater than 85°F, follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental and no separate measurement shall be made. of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Concrete shall be considered incidental and no separate payment shall be made.

Payment will be made under:

Item P-610-6.1 Concrete, incidental to other work items

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

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ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete

ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R Hot Weather Concreting

ACI 306R Cold Weather Concreting

ACI 308R Guide to External Curing of Concrete

ACI 309R Guide for Consolidation of Concrete

END OF ITEM P-610 ISSUED FOR BID

ITEM P-620 RUNWAY AND TAXIWAY MARKING DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Paint1 Glass Beads² Fed Std. 595 **Application Rate Application Rate** Type Color Type Number Maximum Minimum Waterborne White 37925 115 ft²/gal Type III 10 lb/gal Type I or II Waterborne Yellow 33538 or 33655 115 ft²/gal Type III 10 lb/gal Type I or II Waterborne Black 37038 115 ft²/gal N/A N/A Type I or II Temporary Waterborne White 37925 N/A N/A 230 ft²/gal Type I or II Temporary Waterborne Yellow 33538 or 33655 230 ft²/gal N/A N/A Type I or II

Table 1. Marking Materials

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

- **620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.
- **620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

- **620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process. Preparation and removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.
- **a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.
- **b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.
- **c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the

pavement or existing markings. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of **30** days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

Marking Dimensions and Spacing Tolerance

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). Readings shall be taken as specified in the table below. The average of the test values for each marking type shall meet the minimum retro-reflectance values specified. The RPR shall determine the location of testing and may approve modifications to the table below. A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other. Retroreflectivity testing shall be performed by the contractor. Test results shall be provided to the RPR in the form of a table indicating the location of each test, type of marking, color, result, and minimum requirement.

Retroreflectivity Testing Frequencies

Marking Type	Testing Interval	
Runway Landing Designator Marking (Numerals)	3 tests per character	
Runway Centerline Marking	1 tests per skip line	
Runway Threshold Marking	2 tests per line	
Runway Aiming Point Marking	4 tests per marking	
Runway Touchdown Zone Marking	1 tests per line	
Runway Edge Marking	1 test per 250 linear feet	
Runway Threshold Bar Marking	3 tests per marking	
Arrow Marking	1 tests per line	
Arrow Marking	1 test per arrowhead	
Runway Demarcation Bar	2 tests per line	
Chevron Markings	2 tests per chevron	
Duning Chaulder Marking	1 tests per line	
Runway Shoulder Marking	Test 10] percent of lines	
Ladina Paritina Maulina (Pattour A)	4 tests per marking	
Holding Position Marking (Pattern A)	Repeat test every 100 linear feet	
ILS Holding Position Marking	4 tests per marking	
(Pattern B)	Repeat test every 100 linear feet	
Intermediate Holding Position	4 tests per marking	
Marking (Pattern C)	Repeat test every 100] linear feet	
Taxiway Centerline Marking	1 test per 400 linear feet	
Enhanced Taxiway Centerline Marking	3 tests per marking	
Taxiway Edge Marking	1 tests per 400 linear feet	
Surface Painted Signs	2 tests per marking	
Tanàna Ohanddan Maddan	1 test per line	
Taxiway Shoulder Markings	Test 10 percent of lines	
Vehicle Roadway Markings	1 test per 400 linear feet	

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m²/lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

- **620-4.1** The quantity of surface preparation shall not be measured and shall be considered subsidiary to the either the P-101 Marking Removal or the P-620 Marking pay items.
- **620-4.2** The quantity of markings shall be paid for shall be measured by the number of square feet of painting.
- **620-4.3** The quantity of reflective media shall not be measured and shall be considered subsidiary to the P-620 Marking pay items.
- **620-4.4** The quantity of temporary markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking.
- 620-4.5 Retroreflectivity testing of markings shall be subsidiary to other marking pay items.

BASIS OF PAYMENT

- **620-5.1** This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.
- **620-5.1** Payment for surface preparation shall be considered subsidiary to the either the P-101 Marking Removal or the P-620 Marking pay items.
- **620-5.2** Payment for markings shall be made at the contract price for by the number of square feet of painting.
- **620-5.3** Payment for reflective media shall be considered subsidiary to the P-620 Marking pay items.
- **620-5.4** Payment for temporary markings shall be made at the contract price for the number of square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

620-5.5 Payment for retroreflectivity testing shall not be paid for separately.

Payment will be made under:

Item P-620-5.1	Runway and Taxiway Marking (Reflective) – per Square Foot
Item P-620-5.2	Runway and Taxiway Marking (Non-Reflective) – per Square Foot
Item P-620-5.3	Temporary Runway and Taxiway Marking – per Square Foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24

Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325DBeads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

ISSUED FOR BID

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport

Pavement Surfaces

END OF ITEM P-620

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ITEM D-701 PIPE FOR STORM DRAINS AND CULVERTS DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans. All reinforced concrete pipe shall be Class III pipe unless otherwise denoted on the plans. No pick-eye holes will be allowed.

MATERIALS

- **701-2.1** Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.
- **701-2.2 Pipe.** The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:
- ASTM C76 Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- 701-2.3 Concrete. Not used.
- **701-2.4 Rubber gaskets.** Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the "RE" closed cell grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477.
- **701-2.5 Joint mortar.** Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.
- **701-2.6 Joint fillers.** Poured filler for joints shall conform to the requirements of ASTM D6690.
- 701-2.7 Plastic gaskets. Not used.
- 701-2.8. Controlled low-strength material (CLSM). Not used.
- 701-2.9 Precast box culverts. Manufactured in accordance with and conforming to ASTM C1433.
- **701-2.10 Precast concrete pipe.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch or 1/2 inch for each foot of fill over the top of the pipe

(whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

- **701-3.2 Bedding.** The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.
- **a. Rigid pipe.** The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be *number 57 stone or 67 stone as defined in ASTM C 33 or approved equal.* loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.
- **b. Flexible pipe.** For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Pipe Corrugation Depth		Minimum Be	dding Depth
inch	mm	inch	mm
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

Flexible Pipe Bedding

- **c. Other pipe materials.** For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches. For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.
- **701-3.3 Laying pipe.** The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, or (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required.

- **b. Metal pipe.** Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.
- c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.
- **d. Fiberglass pipe.** Joints and fittings shall be as detailed on the plans and in accordance with the manufacturers recommendations. Joints shall meet the requirements of ASTM D4161 for flexible elastomeric seals.
- **701-3.5 Embedment and Overfill.** Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

- **a. Concrete Pipe.** Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.
- **b. Plastic and fiberglass Pipe.** Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.
- **c. Metal Pipe.** Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.
- **701-3.5-2 Placement of Embedment Material.** The embedment material shall be compacted in layers not exceeding 6 inches on each side of the pipe and shall be brought up one foot above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches and shall be brought up evenly on each side of the pipe to one foot above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 Overfill. Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be place and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D698. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 Inspection Requirements

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

The Contractor shall use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, "Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe." Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The **Class IV 30" RCP** shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

701-4.2. Not used.

701-4.3 Not used.

701-4.4 Not used.

701-4.5 The volume of bedding will not be measured for separate payment but will be considered subsidiary to pipe installation.

BASIS OF PAYMENT

701-5.0 These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

701-5.1 Payment will be made at the contract unit price per linear foot for The Class IV 30" RCP.

701-5.2 Not used.

701-5.3 Not used.

701-5.4 Not used.

Payment will be made under:

Item D-701-5.1 30-inch RCP, Class IV – per Linear Foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

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AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter
ASTM International (ASTM)	
ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	
	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	
ASTM B745 ASTM C14	Corrugated Steel Sewer and Drainage Pipe Standard Specification for Corrugated Aluminum Pipe for Sewers and
	Corrugated Steel Sewer and Drainage Pipe Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains Standard Specification for Nonreinforced Concrete Sewer, Storm Drain,
ASTM C14	Corrugated Steel Sewer and Drainage Pipe Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe Standard Specification for Reinforced Concrete Culvert, Storm Drain, and
ASTM C14 ASTM C76	Corrugated Steel Sewer and Drainage Pipe Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C14 ASTM C76 ASTM C94	Corrugated Steel Sewer and Drainage Pipe Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Standard Specification for Ready Mixed Concrete

ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage

ASTM F2736 Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP)

Corrugated Single Wall Pipe and Double Wall Pipe

ASTM F2764 Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene

(PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer

Applications

ASTM F2881 Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene

(PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer

Applications

National Fire Protection Association (NFPA)

NFPA 415 Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and

Loading Walkways

END ITEM D-701

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ITEM D-705 PIPE UNDERDRAINS FOR AIRPORTS DESCRIPTION

705-1.1 This item shall consist of the construction of pipe drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

- 705-2.1 General. Materials shall meet the requirements shown on the plans and specified below.
- **705-2.2 Pipe.** The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements.
 - ASTM F758 Standard Specification for Smooth-Wall Poly (Vinyl Chloride) (PVC)
 Plastic Underdrain Systems for Highway, Airport, and Similar Drainage
- **705-2.3 Joint mortar.** Pipe joint mortar shall consist of one part by volume of Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.
- 705-2.4 Elastomeric seals. Elastomeric seals shall conform to the requirements of ASTM F477.
- **705-2.5 Porous backfill.** Porous backfill shall be free of clay, humus, or other objectionable matter, and shall conform to the gradation in Table 1 when tested in accordance with ASTM C136.

Sieve Designation (square	Percentage by Weight Passing Sieves	
openings)	Porous Material No. *	
1-1/2 inch (37.5 mm)	100	
1 inch (25.0 mm)	90 - 100	
3/8 inch (9.5 mm)	25 - 60	
No. 4 (4.75 mm)	5 - 40	
No. 8 (2.36 mm)	0 - 20	
No. 16 (1.18 mm)		
No. 50 (300 μm)		
No. 100 (150 μm)		

Table 1. Gradation of Porous Backfill

- **705-2.6 Granular material.** Granular material used for backfilling shall conform to the requirements of ASTM D2321 for Class IA, IB, or II materials.
- **705-2.7 Filter fabric.** The filter fabric including Grab Strength, Sewn Seam Strength, Tear Strength, and Puncture Strength, shall conform to the requirements of AASHTO M288 Class 2. The filter fabric shall also conform to the requirements of Table 2 of this specification.

Table 2. Fabric Properties

Fabric Property	Test Method	Test Requirement
Grab Tensile Strength, lbs	ASTM D4632	125 min
Grab Tensile Elongation %	ASTM D4632	50 min
Burst Strength, psi	ASTM D3785	125 min
Trapezoid Tear Strength, Ibs	ASTM D4533	55 min
Puncture Strength, lbs	ASTM D4833	40 min
Abrasion, Ibs	ASTM D4886	15 max loss
Equivalent Opening Size	ASTM D4751	70-100
Permittivity sec ⁻¹	ASTM D4491	0.80
Accelerated Weathering (UV Stability) (Strength Retained - %)	ASTM D4355 *(500 hrs exposure)	70

705-2.8 Controlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. All joints shall have elastomeric seals.

705-2.9 Concrete. Concrete used in conjunction with underdrains and underdrain outlet structures shall be in accordance with P-610 and have a 3,500 psi strength at 28-days and approved by the Engineer.

CONSTRUCTION METHODS

705-3.1 Equipment. All equipment required for the construction of pipe underdrains shall be on the project, in good working condition, and approved by the RPR before construction is permitted to start.

705-3.2 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but shall not be less than the external diameter of the pipe plus 6 inches on each side of the pipe. The trench walls shall be approximately vertical.

Where rock, hardpan, or other unyielding material is encountered, it shall be removed below the foundation grade for a depth of at least 4 inches. The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6 inches in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

Excavated material not required or acceptable for backfill shall be disposed of by the Contractor as directed by the RPR. The excavation shall not be carried below the required depth; if this occurs, the trench shall be backfilled at the Contractor's expense with material approved by the RPR and compacted to the density of the surrounding material.

The pipe bedding shall be constructed uniformly over the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 inch when the bedding thickness is less than 6 inches, and 1-1/2 inch when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed, uncompacted material under the middle third of the pipe prior to placement of the pipe.

The Contractor shall do trench bracing, sheathing, or shoring necessary to perform and protect the excavation as required for safety and conformance to federal, state and local laws. Unless otherwise provided, the bracing, sheathing, or shoring shall be removed by the Contractor after the backfill has

reached at least 12 inches over the top of the pipe. The sheathing or shoring shall be pulled as the granular backfill is placed and compacted to avoid any unfilled spaces between the trench wall and the backfill material. The cost of bracing, sheathing, or shoring, and the removal of same, shall be included in the unit price bid per foot (meter) for the pipe.

705-3.3 Laying and installing pipe.

- a. Concrete pipe. Note Used.
- b. Metal pipe. Not Used.
- c. PVC, fiberglass, or polyethylene pipe. PVC or polyethylene pipe shall be installed in accordance with the requirements of ASTM D2321. Perforations shall meet the requirements of AASHTO M252 or AASHTO M294 Class 2, unless otherwise indicated on the plans. The pipe shall be laid accurately to line and grade. Fiberglass per ASTM D3839 Standard Guide for Underground Installation of "Fiberglass" (Glass-Fiber Reinforced Thermosetting-Resin) Pipe.
- **d. All types of pipe.** The upgrade end of pipelines, not terminating in a structure, shall be plugged or capped as approved by the RPR.

Unless otherwise shown on the plans, a 4-inch bed of granular backfill material shall be spread in the bottom of the trench throughout the entire length under all perforated pipe underdrains.

Pipe outlets for the underdrains shall be constructed when required or shown on the plans. The pipe shall be laid with tight-fitting joints. Porous backfill is not required around or over pipe outlets for underdrains. All connections to other drainage pipes or structures shall be made as required and in a satisfactory manner. If connections are not made to other pipes or structures, the outlets shall be protected and constructed as shown on the plans.

- **e. Filter fabric.** The filter fabric shall be installed in accordance with the manufacturer's recommendations, or in accordance with the AASHTO M288 Appendix, unless otherwise shown on the plans.
- **705-3.4 Mortar.** The mortar shall be of the desired consistency for caulking and filling the joints of the pipe and for making connections to other pipes or to structures. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted.

705-3.5 Joints in concrete pipe. Not Used.

705-3.6 Embedment and Backfill

a. Earth. All trenches and excavations shall be backfilled soon after the pipes are installed, unless additional protection of the pipe is directed. The embedment material shall be select material from excavation or borrow and shall be approved by the RPR. The select material shall be placed on each side of the pipe out to a distance of the nominal pipe diameter and one foot over the top of the pipe and shall be readily compacted. It shall not contain stones 3 inches or larger in size, frozen lumps, chunks of highly plastic clay, or any other material that is objectionable to the RPR. The material shall be moistened or dried, as required to aid compaction. Placement of the embedment material shall not cause displacement of the pipe. Thorough compaction under the haunches and along the sides to the top of the pipe shall be obtained.

The embedment material shall be placed in loose layers not exceeding 6 inches in depth under and around the pipe. Backfill material over the pipe shall be placed in lifts not exceeding 8 inches. Successive layers shall be added and thoroughly compacted by hand and pneumatic tampers, approved by the RPR, until the trench is completely filled and brought to the planned elevation. Embedment and backfilling shall be done to avoid damaging top or side of the pipe.

In embankments and other unpaved areas, the backfill shall be compacted per Item P-152 to the density required for embankments in unpaved areas. Under paved areas, the subgrade and any backfill shall be compacted per Item P-152 to the density required for embankments for paved areas.

b. Granular backfill. When granular backfill is required, placement in the trench and about the pipe shall be as shown on the plans. The granular backfill shall not contain an excessive amount of foreign matter, nor shall soil from the sides of the trench or from the soil excavated from the trench be allowed to filter into the granular backfill. When required by the RPR, a template shall be used to properly place and separate the two sizes of backfill. The backfill shall be placed in loose layers not exceeding 6 inches in depth. The granular backfill shall be compacted by hand and pneumatic tampers to the requirements as given for embankment. Backfilling shall be done to avoid damaging top or side pressure on the pipe. The granular backfill shall extend to the elevation of the trench or as shown on the plans.

When perforated pipe is specified, granular backfill material shall be placed along the full length of the pipe. The position of the granular material shall be as shown on the plans. If the original material excavated from the trench is pervious and suitable, it shall be used in lieu of porous backfill No. 1.

If porous backfill is placed in paved or adjacent to paved areas before grading or subgrade operations is completed, the backfill material shall be placed immediately after laying the pipe. The depth of the granular backfill shall be not less than 12 inches, measured from the top of the underdrain. During subsequent construction operations, a minimum depth of 12 inches of backfill shall be maintained over the underdrains. When the underdrains are to be completed, any unsuitable material shall be removed exposing the porous backfill. Porous backfill containing objectionable material shall be removed and replaced with suitable material. The cost of removing and replacing any unsuitable material shall be at the Contractor's expense.

If a granular subbase blanket course is used which extends several feet beyond the edge of paving to the outside edge of the underdrain trench, the granular backfill material over the underdrains shall be placed in the trench up to an elevation of 2 inches above the bottom surface of the granular subbase blanket course. Immediately prior to the placing of the granular subbase blanket course, the Contractor shall blade this excess trench backfill from the top of the trench onto the adjacent subgrade where it can be incorporated into the granular subbase blanket course. Any unsuitable material that remains over the underdrain trench shall be removed and replaced. The subbase material shall be placed to provide clean contact between the subbase material and the underdrain granular backfill material for the full width of the underdrain trench.

- **c. Controlled low-strength material (CLSM).** Controlled low-strength material shall conform to the requirements of Item P-153.
- 705-3.7 Flexible Pipe Ring Deflection. Not used.
- **705-3.8 Connections.** When the plans call for connections to existing or proposed pipe or structures, these connections shall be watertight and made to obtain a smooth uniform flow line throughout the drainage system.
- **705-3.9 Cleaning and restoration of site.** After the backfill is completed, the Contractor shall dispose of all surplus material, soil, and rubbish from the site. Surplus soil may be deposited in embankments, shoulders, or as directed by the RPR. Except for paved areas of the airport, the Contractor shall restore all disturbed areas to their original condition.

METHOD OF MEASUREMENT

705-4.1 The length of pipe shall be the number of linear feet of pipe underdrains in place, completed, and approved including porous backfill and filter fabric; measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipeline being measured. **No additional measurement shall be made for connections of underdrain pipe to existing or proposed drainage pipes.**

705-4.2 Not used.

705-4.3 Not used.

705-4.4 Cleanouts will be measured for each item installed and completed in place.

BASIS OF PAYMENT

705-5.1 Payment will be made at the contract unit price per linear foot (meter) for pipe underdrains of the type, class, and size designated. *No additional payment shall be made for underdrain tie-ins.*

705-5.2 Porous backfill. Not paid for separately.

705-5.3. Filter fabric. Not paid for separately.

705-5.4 Payment for underdrain cleanouts will be made at the contract unit price for each item installed and completed in place. This price shall be considered full compensation for furnishing all materials and for all preparation, excavation, and installation of these materials, including reinforcing steel, and for all labor, equipment, tools, and incidentals necessary to complete the item.

These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item D-705-5.1	6-inch Underdrain – per Linear Foot
Item D-705-5.2	Underdrain Cleanout – per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C444	Standard Specification for Perforated Concrete Pipe
ASTM C654	Standard Specification for Porous Concrete Pipe
ASTM D2321	Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

ISSUED FOR BID

	ASTM F758	Standard Specification for Smooth Wall Poly (Vinyl Chloride) (PVC) Plastic Underdrain Systems for Highway, Airport, and Similar Drainage
	ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
	ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
	ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
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American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M190	Standard Specification for Bituminous - Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M288	Standard Specification for Geotextile Specification for Highway Applications
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel-Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) diameter
AASHTO	Standard Specifications for Highway Bridges

END OF ITEM D-705

ITEM D-752 CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES

DESCRIPTION

752-1.1 This item shall consist of reinforced concrete culverts, headwalls, and miscellaneous drainage structures constructed in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

752-2.1 Concrete. Reinforced concrete shall meet the requirements of Item P-610.

CONSTRUCTION METHODS

752-3.1 Unclassified excavation.

- **a.** Trenches and foundation pits for structures or structure footings shall be excavated to the lines and grades and elevations shown on the plans. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the RPR may approve, in writing, changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.
- **b.** Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. When concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing steel is placed.
- **c.** The Contractor shall do all bracing, sheathing, or shoring necessary to perform and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for excavation.
- **d.** All bracing, sheathing, or shoring shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage the finished concrete. The cost of removal shall be included in the unit price bid for excavation.
- **e.** After each excavation is completed, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

752-3.2 Backfilling.

- **a.** After a structure has been completed, backfilling with approved material shall be accomplished by applying the fill in horizontal layers not to exceed 8 inches in loose depth, and compacted. The field density of the compacted material shall be at least 90% of the maximum density for cohesive soils and 95% of the maximum density for noncohesive soils. The maximum density shall be determined in accordance with ASTM D698. The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938.
- **b.** No backfilling shall be placed against any structure until approved by the RPR. For concrete, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill or the placement methods.

c. Fill placed around concrete culverts shall be deposited on each side at the same time and to approximately the same elevation. All slopes bounding or within the areas to be backfilled shall be stepped or serrated to prevent wedge action against the structure.

- **d.** Backfill will not be measured for direct payment. Performance of this work shall be considered as a subsidiary obligation of the Contractor, covered under the *item which it is contained*. contract unit price for "unclassified excavation for structures."
- **752-3.3 Weep holes.** Weep holes shall be constructed as shown on the plans.
- **752-3.4 Cleaning and restoration of site.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankment, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

- **752-4.1** The quantity of unclassified excavation for structures shall be the number of cubic yards measured in original position, of material excavated in accordance with the plans, or as approved by the RPR; but in no case shall any yardage be included in the measurement for payment which is outside of a volume bounded by vertical planes 18 inches outside of and parallel to the neat lines of the footings.
- **752-4.2** Concrete shall be measured by the number of cubic yards 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 approved by the RPR. No measurements or other allowances shall be made for forms, false work, 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.
- **752-4.3** The quantity of reinforcing steel shall be the calculated theoretical number of pounds 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, as the case may be, of equal nominal size.
- **752-4.1** Concrete culverts, headwalls, and miscellaneous drainage structures shall be measured by the unit, completed in place and accepted.
- **752-4.2** Reinforcing steel shall not be measured for separate payment but shall be considered subsidiary to the structure in which it is contained.

BASIS OF PAYMENT

- **752-5.1** Payment will be made at the contract unit price per cubic yard for unclassified excavation for structures.
- 752-5.2 Payment will be made at the contract unit price per cubic yard for concrete for the structures.
- 752-5.3 Payment will be made at the contract unit price per pound for reinforcing steel.
- **752-5.1** Payment will be made at the contract unit price per each for concrete culverts, headwalls, and miscellaneous drainage structures. These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and placing the materials, furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plan; and for all labor, equipment, tools, and incidentals necessary to complete the structure.

Payment will be made under:

Item D-752 5.1 30-inch TNDOT Type 'U' Cross Drain Endwall – per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil

Using Standard Effort (12,400 ft-lb/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the

Sand-Cone Method

END OF ITEM D-752

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ITEM T-901 SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding **fertilizing**, **and liming** the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as specified in the Standard Specifications, Section 801 - Seeding fellows:

Seed Minimum Seed Purity (Percent) Minimum Germination (Percent) Rate of Application Ib/acre (or Ib/1,000 S.F.) * * * * * * * * *

Seed Properties and Rate of Application

Seeding shall be performed during the period between [___] and [___] inclusive, unless otherwise approved by the RPR.

901-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 μ m) mesh sieve and 50% will pass through a No. 100 (150 μ m) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate *specified by the tests furnished in T-905*. All liming materials shall conform to the requirements of ASTM C602.

901-2.3 Fertilizer. [Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

ISSUED FOR BID

Fertilizers shall be 10-20-10 commercial fertilizer and shall be spread at the rate of 800 lbs/acre

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

- **a. Liming.** Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches 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. 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 of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot 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 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 per minute at a pressure of 100 lb / sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet 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 of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units 1,000 square feet measured on the ground surface, completed and accepted. Seeding shall be measured to the nearest tenth (0.1) of an acre. Lime and fertilizer will not be measured for separate payment but will be considered subsidiary to seeding.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per 1,000 square feet 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 T-901-5.1 Seeding – per KSF (1,000 square feet)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

ITEM T-904 SODDING

DESCRIPTION

904-1.1 This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

904-2.1 Sod. Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70% of the plants in the cut sod shall be composed of the species stated in the *Standard Specifications, Section 803 – Sodding special provisions*, and any vegetation more than 6 inches in height shall be mowed to a height of 3 inches or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that stated in the *Standard Specifications, Section 803 – Sodding special provisions. Type of sod shall be the type specified in the Standard Specifications, Section 803 – Sodding.*

904-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 μ m) mesh sieve and 50% will pass through a No. 100 (150 μ m) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate *specified by the tests furnished in T-905*. All liming materials shall conform to the requirements of ASTM C602.

904-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- **b.** A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- **c.** A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 10-20-10 commercial fertilizer and shall be spread at the rate of 800 lbs/acre.

904-2.4 Water. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass.

904-2.5 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

904-3.1 General. Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the RPR before the various operations are started. The Contractor shall demonstrate to the RPR before starting the various operations that the application of required materials will be made at the specified rates.

904-3.2 Preparing the ground surface. After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas 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.

904-3.3 Applying fertilizer and ground limestone. Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the special provisions. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches by discing, raking, or other suitable methods. Any stones larger than 2 inches in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

904-3.4 Obtaining and delivering sod. After inspection and approval of the source of sod by the RPR, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches. Sod sections or strips shall be cut in uniform widths, not less than 10 inches, and in lengths of not less than 18 inches, but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, approval to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

904-3.5 Laying sod. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the RPR, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and ensure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen, when replacing it, shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one inch below the pavement edge. Where the flow will be over the

sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than one (1) vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches in length and have a cross-sectional area of not less than 3/4 sq inch. The pegs shall be driven flush with the surface of the sod.

- **904-3.6 Watering.** Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.
- **904-3.7 Establishing turf.** The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the RPR. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. Weeds or other undesirable vegetation shall be mowed and the clippings raked and removed from the area.
- **904-3.8 Repairing.** When the surface has become gullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re-establish the grade and the condition of the soil, as directed by the RPR, and shall then be sodded as specified in paragraph 904-3.5.

METHOD OF MEASUREMENT

904-4.1 This item shall be measured on the basis of the area in square yards of the surface covered with sod and accepted.

BASIS OF PAYMENT

904-5.1 This item will be paid for on the basis of the contract unit price per square yard for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item T-904-5.1 Sodding – per Square Yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-904

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ITEM T-905 TOPSOIL

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

905-2.1 Topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches) or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wetcombustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (75 μm) sieve as determined by the wash test in accordance with ASTM C117. *Topsoil testing shall be completed and paid for by the Contractor.*

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 Inspection and tests. Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 General. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

905-3.2 Preparing the ground surface. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be

smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 Obtaining topsoil. 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 RPR. 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 RPR. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the RPR. 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 topsoil 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 RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall 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 inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. after spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 Topsoil obtained on the site shall not be measured and shall be considered subsidiary to the T-901 Seeding and T-904 Sodding pay items.

905-4.2 Topsoil obtained off the site shall be measured by the number of square yards at the specified thickness cubic yards of topsoil measured in its *final* original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.

BASIS OF PAYMENT

905-5.1 Payment will be considered subsidiary to the P-152 Excavation, T-901 Seeding, and T-904 Sodding pay items.

905-5.2 Payment will be made at the contract unit price per square yard of the specified thickness cubic yard for topsoil (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T_005_5 1	Topsoil (Obtained on Site or Removed from Stockpile) - per cubic yard
110111 1-000-0.1	ropodi (Obtained on olde of Nemoved from Glookpile) per dubic yard
Item T-005-5 2	Topsoil (Furnished from Off the Site) - per cubic yard
Hell 1-800-0.2	- 10050 (Furrished irom On the Site) - Dei Cubic Valu

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117 Materials Finer than 75 µm (No. 200) Sieve in Mineral Aggregates by

Washing

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-905

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ITEM L-108 UNDERGROUND POWER CABLE FOR AIRPORTS DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these 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 RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 General.

- **a.** Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.
- **b.** All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.
- **c.** Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.
- **d.** All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.
- **e.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.
- **f.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.
- **108-2.2 Cable.** Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield

lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 [Type B][Type C], 5,000 volts, non-shielded, with [ethylene propylene insulation][cross-linked polyethylene insulation]. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. 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 Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8. , and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet long and 3/4 inch in diameter.

- **108-2.4 Cable connections.** In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.
- a. The cast splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3MTM Company, "Scotchcast" Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.
- **b.** The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal *are* acceptable.
- **c. The factory-molded plug-in splice.** Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.
- **d. The taped or heat-shrink 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 D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description

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 that are 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 per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

- **108-2.5 Splicer qualifications.** Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.
- **108-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.
- **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 –Scotch[™] 88 (1-1/2 inch wide) and Scotch[™] 130C[®] linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M[™]), or an approved equivalent.
- **108-2.10 Electrical coating.** Electrical coating shall be Scotchkote[™] as manufactured by 3M[™], or an approved equivalent.
- **108-2.11 Existing circuits.** Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing 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.
- **108-2.12 Detectable warning tape.** Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 Installation in duct banks or conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable

tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 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 inches vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

- 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 inches below finished grade per NEC Table 300.5, except as follows:
 - When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches unless otherwise specified.
 - Minimum cable depth when crossing under a railroad track, shall be 42 inches unless otherwise specified.

The Contractor shall excavate all cable trenches to a width not less than 6 inches. 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 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-inch 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 subsidiary to the respective trenching or conduit or duct bank pay item.

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 ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

- (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 RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

b. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall encompass all cables; be 3 deep, loose measurement; and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch sieve. This layer shall not be compacted. The second layer shall be 5 inches deep, loose measurement, and shall contain no particles that would be retained on a one inch (25.0 mm) sieve. The remaining third and subsequent layers of backfill shall not exceed 8 inches of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent material. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D1557.

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 per 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 RPR. If not shown on the plans, the warning tape shall be located 6 inches) above the direct-buried cable or the counterpoise wire if present. A 3-6 inch 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 inches minimum below finished grade.

- **c. Restoration.** Following restoration of all trenching near airport movement surfaces, the Contractor shall visually inspect the area for foreign object debris (FOD) and remove any that is found. 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 sodding, topsoiling, and seeding 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. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D1557. 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 square and 4-6 inch thick, extending approximately one inch 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 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 inches high and 3 inches wide, with width of stroke 1/2 inch and 1/4 inch deep. Stencils shall be used for cable marker lettering; no hand lettering shall be permitted.

At the location of each underground cable connection/splice, except at lighting units, or isolation transformers, a concrete marker slab shall be installed to mark the location of the connection/splice. 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 RPR. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint as approved by the RPR. 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 per the manufacturer's instructions and to the satisfaction of the RPR.
- **b. Field-attached plug-in splices.** These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) 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 inches on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.
- **c. Factory-molded plug-in splices.** These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) 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 inches on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.
 - d. Taped or heat-shrink 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 inch 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 inches 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. The manufacturer's recommendation for stretching tape during splicing shall be followed. 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 one inch 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 contaminates prior to application.

- **e. Assembly.** Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.
- **108-3.6** Bare counterpoise wire installation for lightning protection and grounding. If shown on the plans or included in the job specifications, bare solid No. 6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.
 - a. Equipotential. Not used
- **b. Isolation** Counterpoise size is shown on the plans. The isolation method is an alternate method for use only with edge lights installed in turf and stabilized soils and raceways installed parallel to and adjacent to the edge of the pavement. NFPA 780 uses 15 feet to define "adjacent to".

The counterpoise conductor shall be installed halfway between the pavement edge and the light base, mounting stake, raceway, or cable being protected.

The counterpoise conductor shall be installed 8 inches minimum below grade. The counterpoise is not connected to the light base or mounting stake. An additional grounding electrode is required at each light base or mounting stake. The grounding electrode is bonded to the light base or mounting stake with a 6 AWG solid copper conductor.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Isolation Method of lightning protection.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

- **d. Parallel Voltage Systems.** Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.
- **108-3.7 Counterpoise installation above multiple conduits and duct banks.** Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

- **108-3.8 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.
- **108-3.9 Exothermic bonding.** Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

- a. All slag shall be removed from welds.
- **b.** Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.
- **c.** If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3MTM ScotchkoteTM, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.
- **108-3.10 Testing.** The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:
- **a.** Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.
- **b.** Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

- d. That all affected circuits (existing and new) are free from unspecified grounds.
- **e.** That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 500 megohms. Verify continuity of all series airfield lighting circuits prior to energization.
- **f.** That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.
 - g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.
- **h.** 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.
- i. 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 American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 Trenching shall be measured by the linear feet 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 installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.
- **108-4.3** No separate payment will be made for ground rods.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit – per Linear Foot
Item L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Including Connections/Terminations – per Linear Foot
Item L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth –

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory	Circulars	(AC)
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MIL-I-24391

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program
Commercial Item Description	n
A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM International (ASTM)	
ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes
Mil Spec	
MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical

ISSUED FOR BID

Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

NFPA-780 Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and

Earth Surface Potentials of a Ground System

Federal Aviation Administration Standard

FAA STD-019E Lightning and Surge Protection, Grounding Bonding and Shielding

Requirements for Facilities and Electronic Equipment

END OF ITEM L-108

ITEM L-110 AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and 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, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 General.

- **a.** All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.
- **b.** Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.
- **c.** All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.
- **d.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.
- **e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.
- **110-2.2 Steel conduit.** Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 Plastic conduit. Plastic conduit and fittings-shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

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 and Schedule 80 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.
- **c.** Type III Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.
- **d.** Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

- **110-2.4 Split conduit**. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel 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 be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.
- **110-2.7 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.
- **110-2.8 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.
- **110-2.9 Detectable warning tape**. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 General. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches per 100 feet. On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or

conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches below the subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet.

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch 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 subsidiary to the respective trenching or conduit or duct bank pay item.

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be

slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet.

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables) cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

- **a.** Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred
- **b.** Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches 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 beyond the edges of the pavement or 3 feet beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches apart measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches wide tape, 8 inches minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch wide tape only for single conduit runs. Utilize the 6-inch wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 Conduits without concrete encasement. Trenches for single-conduit lines shall be not less than 6 inches nor more than 12 inches wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches apart (measured from outside wall to outside wall) in a horizontal direction and lot less than 6 inches apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 Markers. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet square and 4 - 6 inches thick extending approximately one inch above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches high and 3 inches wide with width of stroke 1/2 inch and 1/4 inch deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 Backfilling for conduits. For conduits, 8 inches 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 per Item P-152 except that material used for back fill shall be select material not larger than 4 inches in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 Backfilling for duct banks. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7 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 sodding, topsoiling, *and* seeding shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 Ownership of removed cable. Removed cable shall become the property of the contractor and shall be disposed of offsite via recycling means.

METHOD OF MEASUREMENT

ISSUED FOR BID

110-4.1 Underground conduits and duct banks shall be measured by the linear feet of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, 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. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2"C – per Linear Foot
Item L-110-5.2	Non-Encased Electrical Duct Bank, 2-Way 2"C – per Linear Foot
Item L-110-5.3	Concrete Encased Electrical Duct Bank, 2-Way 2"C – per Linear Foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for

Concrete Reinforcement

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

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ITEM L-115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR. *Refer to Item SS-301 for additional electrical demolition work*.

EQUIPMENT AND MATERIALS

115-2.1 General.

- **a.** All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.
- **b.** Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.
- **c.** All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.
- **d.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.
- **e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.
- **115-2.2 Concrete structures.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures. Cast-in-place concrete structures shall be as shown on the plans.
- **115-2.3 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand 100,000 lb. aircraft loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown on the plans.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the RPR shall be submitted by the Contractor to allow for a full evaluation by the RPR. The RPR shall review per the process defined in the General Provisions.

115-2.4 Junction boxes. Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixture assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel. If 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch thickness for L-867 and 3/4-inch thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

115-2.5 Mortar. The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

115-2.7 Frames and covers. The frames shall conform to one of the following requirements:

a. ASTM A48 Gray iron castings

b. ASTM A47 Malleable iron castings

c. ASTM A27 Steel castings

d. ASTM A283, Grade D Structural steel for grates and frames

e. ASTM A536 Ductile iron castings

f. ASTM A897 Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of 250 psi and maximum load of 100,000 lbs.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

115-2.8 Ladders, Ladders, if specified, shall be galvanized steel or as shown on the plans.

115-2.9 Reinforcing steel. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

115-2.10 Bedding/special backfill. Bedding or special backfill shall be as shown on the plans.

115-2.11 Flowable backfill. Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

115-2.12 Cable trays. Cable trays shall be of [galvanized steel][plastic][aluminum]. Cable trays shall be located as shown on the plans.

115-2.13 Plastic conduit. Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

115-2.14 Conduit terminators. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.15 Pulling-in irons. Pulling-in irons shall be manufactured with 7/8-inch diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, ½ inch 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.

115-2.16 Ground rods. Ground rods shall be one piece, copper clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8 10 feet long nor less than 5/8 3/4 inch in diameter.

CONSTRUCTION METHODS

115-3.1 Unclassified excavation. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted

and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

- **115-3.2 Concrete structures.** Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.
- **115-3.3 Precast unit installations.** Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.
- **115-3.4 Placement and treatment of castings, frames and fittings.** All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

- 115-3.5 Installation of ladders. Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.
- **115-3.6 Removal of sheeting and bracing.** In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The RPR may direct the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 Backfilling. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all

damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 Connection of duct banks. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 Grounding. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches above the floor. The ground rod shall be installed within one foot of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch 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 bended to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtails shall bend the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 Cleanup and repair. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 Restoration. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 Inspection. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

115-3.13 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 or lower 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 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. 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 payed. 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 junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing

BASIS OF PAYMENT

115-5.1 The accepted quantity of electrical 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.

Payment will be made under:

Item L-115-5.1 Electrical Junction Structure Plaza, Two L-867 Class 1, Size 16" Diameter By 24" Depth Junction Cans – per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
Advisory Circular (AC)	
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description (CID)

A-A 59544 Cable and Wire, Electrical (Power, Fixed Installation)

ASTM International (ASTM)

ASTM A27 Standard Specification for Steel Castings, Carbon, for General Application

ASTM A47 Standard Specification for Ferritic Malleable Iron Castings

ASTM A48 Standard Specification for Gray Iron Castings

ASTM A123 Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and

Steel Products

ASTM A283 Standard Specification for Low and Intermediate Tensile Strength Carbon

Steel Plates

ASTM A536 Standard Specification for Ductile Iron Castings

ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for

Concrete Reinforcement

ASTM A897 Standard Specification for Austempered Ductile Iron Castings

ASTM C144 Standard Specification for Aggregate for Masonry Mortar

ASTM C150 Standard Specification for Portland Cement

ASTM C206 Standard Specification for Finishing Hydrated Lime

FAA Engineering Brief (EB)

EB #83 In Pavement Light Fixture Bolts

Mil Spec

MIL-P-21035 Paint High Zinc Dust Content, Galvanizing Repair

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

END OF ITEM L-115

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ITEM L-125 INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

- **a.** Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not performs as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.
- **b.** Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.
- **c.** All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.
- **d.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.
- **e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

EQUIPMENT AND MATERIALS

- **125-2.2 Conduit/Duct.** Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.
- **125-2.3 Cable and Counterpoise.** Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.
- **125-2.4 Tape.** Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.
- **125-2.5 Cable Connections.** Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.
- 125-2.6 Retroreflective Markers. Not required.

125-2.7 Runway and Taxiway Lights. Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

Lights

Туре	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-861T(L)	2	1	N/A	4	L-867	Blue	L-830	LED

125-2.8 Runway and Taxiway Signs. Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44.

Signs

Туре	Size	Style	Class	Mode	Notes
L-858(L) Y/R/L	1	2	2	2	LED

125-2.9 Runway End Identifier Light (REIL). Not required.

125-2.10 Precision Approach Path Indicator (PAPI). Not required.

125-2.11 Circuit Selector Cabinet. The circuit selector cabinet shall meet the requirements of AC 150/5345-5, Type L-847, [one][two][three][four] circuit control [as indicated], Class [A, indoor][B, outdoor], Rating [1, for 6.6 amperes][2, for 20 amperes].

125-2.12 Light Base and Transformer Housings. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867, Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

125-2.13 Isolation Transformers. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

See the Supplemental Specifications for additional equipment installation, mounting, and testing requirements.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

METHOD OF MEASUREMENT

125-4.1 Runway and taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR. Guidance sign panels will be measured per each complete sign, including all required panels as shown on the plans.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway or taxiway light, guidance sign, or guidance sign panels, installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item L-125-5.1	New L-858(L) Base Mounted, Size 1, 2-Module Guidance Sign, Installedper Each
Item L-125-5.2	Existing Guidance Sign, Panels Replaced per Each
Item L-125-5.3	Existing Stored Runway Edge or Threshold Light, Installed on New Base per Each
Item L-125-5.4	Existing Stored Taxiway Edge Light, Installed on New Base per Each
Item L-125-5.5	New L-861T(L) Base Mounted Taxiway Edge Light, Installed on New Base per Each
Item L-125-5.6	Existing Stored Guidance Sign, Installed on New Foundation with Panel Replacement per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids

ISSUED FOR BID

AC 150/5345-5	Circuit Selector Switch	
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits	
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors	
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems	
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers	
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories	
AC 150/5345-44	Specification for Runway and Taxiway Signs	
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures	
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems	
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment	
AC 150/5345-53	Airport Lighting Equipment Certification Program	
Engineering Brief (EB)		
EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures	

END OF ITEM L-125

MSCAA DESIGN GUIDE and CONSTRUCTION STANDARDS

INDEX

SEC ₁	Γ ION	<u>PAGE</u>
Airfield Construction Standards.		2
A.	Joints and Joint Sealants	2
B.	Sodded Areas	2
C.	Drainage	
D.	Concrete Aprons	
E.	Perimeter Fence	
F.	Construction Contractors	3
Airfield Electrical Construction Standards		4
A.	General	4
B.	Testing	
C.	Constant Current Regulators	
D.	Marking and Labeling	
E.	Lighting Cans, Junction Cans, Junction Can Plazas and Hand Holes	
F.	Connectors	
G.	Fixtures	
Н.	Signs	
Facili	ties Construction Standards	
A.	General	
В.	Penetrations	
C.	Signage	
D.	Electrical	
E.	Mechanical	
F.	Plumbing	
G.	Fire Alarm and Suppression Systems	
Н.	Antennae	
I.	Miscellaneous	
J.	Construction Contractors	
	ng Standards	
Α.	Airfield	
B.	Roads	
C.	Paint Vendors	
D.	Terminal, Concourses, and South Parking Garage	
E.	Administration Building	
F.	Airfield Maintenance Building	
G.	Miscellaneous	
	rred Equipment	
A.	Architectural Finishes	
B.	Plumbing & Restrooms	
C.	Doors	
D.	Electrical	
E.	Mechanical	
F.	Miscellaneous	25

Airfield Construction Standards

A. Joints and Joint Sealants

- 1. All joints to be beveled on new construction and reseal projects.
- 2. All concrete joint sealants to be a non-sag silicone or preformed material. Silicone is preferred on reseal projects.

B. Sodded Areas

- 1. All safety areas are to be 100% sod.
- 2. All areas that have had earth disturbed shall be sodded and fertilized.
- 3. Any sodded area within 2' of an apron, pad or drainage structure shall be compacted to a minimum of 95% (Modified Proctor).

C. Drainage

- 1. Concrete down drains should be installed on any area that is sloped for drainage.
- 2. Any drain pipes that travel outside the SIDA fence should have proper security grates installed.
- 3. Outlets should have a run off pad; concrete if preferred but asphalt is acceptable for aprons or run-off pads.
- 4. The sub-base for concrete down drains, drain inlets or outlets should be compacted to a minimum of 95% (Modified Proctor).
- 5. All drain and under drain joints or connections should be properly grouted or sealed. All drain inlets and manholes boxes entries shall be properly grouted or sealed inside and outside junction structure.

D. Concrete Aprons

- 1. All sign bases, junction boxes and manholes on new construction are to have a minimum of a 6 ft. apron around the sign or structure, sloped away from the sign or structure.
- 2. Aprons should have a minimum thickness of 4".
- 3. Aprons should be flush with the structure bases and sloped to be flush with soil. The slope shall not exceed the FAA maximum.
- 4. The sub bases should be compacted for the structure bases and aprons to a minimum of 95% (Modified Proctor).

E. Perimeter Fence

- 1. Perimeter fence shall be a minimum of 10' tall fabric and shall include three-stand, double-sided barbed wire and 18" diameter concentric razor wire secured at 12" spacing.
- 2. Perimeter fence shall include a 6' paved lane under the fence. This will eliminate washouts, animal intrusions, reduce maintenance, and allow easy inspections by Airport Police.
- 3. Rolling, automatic gate operators shall be commercially/industrially rated and designed for high-security environments. Operators for gates with openings less than 15 feet must

operate at a minimum speed of 20" per second. Operators for gates with openings 15 feet or wider must include variable frequency drives and operate at a minimum speed of 36" per second.

F. Construction Contractors

- 1. The Contractor shall maintain all sodded areas through the duration of the contract. The Contractor shall be responsible for the upkeep of contracted areas including grass cutting, rut repair and maintaining proper drainage ditches.
- 2. Security grates that are installed must be maintained and in good working order by the contractor for the duration of the contract.
- 3. All areas that were used by the contractor must be left in conditions that will not hinder the normal routine maintenance of Airfield; this includes, but is not limited to debris removal, grading, drainage, and re-seeding or sod.

Airfield Electrical Construction Standards

A. General

- 1. Work performed shall be accomplished by crews with a minimum of one licensed journeyman per three apprentices.
- 2. All temporary cable installations shall be protected either by burying cable in grass areas or by installation in conduit for above ground applications. Other methods may be used for short term or emergency situations if approved by the Airfield Maintenance Electrical Supervisor. Location of temporary cables shall be marked sufficiently to prevent damage from construction and maintenance equipment.
- 3. In all circumstances enough cable shall be provided at light cans, junction cans and hand holes so as to allow a minimum of 3 feet extending above ground for maintenance purposes. The exception to this is in the installation of taxiway centerline lights on SMGCS routes where two interleaved circuits are present in the same light can. In this instance only the circuit that is attached to the transformer in an individual light can, should have the extra conductor provided. This prevents the can from becoming cluttered unnecessarily.
- 4. Constant current series circuits shall be limited in capacity to a maximum of 20kW. Preferred capacity is 15kW or less.

B. Testing

- 1. The contractor shall furnish all necessary equipment and appliances for testing the underground cable circuits after installation.
- 2. The contractor shall demonstrate that all lighting power and control circuits are continuous and free from short circuits and unspecified grounds.
- 3. The insulation resistance to ground of all non-grounded series circuits shall be not less than $500 \text{ M}\Omega$ and shall be maintained at the required level by the contractor during the term of the warranty period.
- 4. Each new series circuit, or new part of existing circuits being extended or replaced, shall be tested as follows:
 - i. Low voltage megger tests shall be performed to comply with (c.) above. Circuits shall then be subjected to a Hi-Pot test in accordance with engineer's specifications.
- 5. All new fixture installations may, at the owner's request, be subjected to photometric testing to certify performance in accordance with FAA specifications.

C. Constant Current Regulators

- 1. The constant current regulators shall be magnetic designs; the susceptibility to extraneous signals of solid-state designs is not acceptable. The regulators shall not have solid-state controls in the series circuit and shall be designed to prohibit radio communications interference. The regulators shall limit transient current peaks without the use of solid-state series circuit controls with soft-on feature.
- 2. Each regulator shall include a true RMS ammeter, and ON/OFF/REMOTE switch and brightness controls.

- 3. In addition, the regulators shall be provided with SPDT contacts rated 2 amperes at 120 volts to indicate the following functions for remote monitoring:
- 4. REMOTE/LOCAL selected at control switch. Primary Power ON.
- 5. Constant current regulators, including standby regulators furnished or installed by the contractor shall be provided with seismic restraints and include all necessary equipment including control and monitoring equipment (Crouse-Hinds/Transtech digitrac units) to make the regulators operational.

D. Marking and Labeling

- 1. Wire identification. The contractor shall furnish and install self-sticking wire labels or identifying tags on all control wires at the point where they connect to the control equipment or to the terminal blocks.
- Series circuit cables shall be identified with Thomas and Betts ty-rap #TY546MT or approved equivalent suitable for wet environments. Metal tags secured by tie wire or other means shall not be acceptable. All marking means shall be approved by the Airfield Maintenance Electrical Supervisor.
- 3. All conductors of series circuit conductors shall be marked with their circuit designation at all points where the conductor is accessible.
- 4. The contractor shall furnish and install engraved plastic labels on the cases of regulators, breakers, and distribution and control relay cases. All circuit breakers or other disconnecting means shall be marked and identified with their circuit designation.
- 5. Fiber optic runs should include #10 THWN stranded yellow tracer wire for locating purposes and connected in its entirety as a continuous conductor. Alternatively, armored fiber optic cables will be considered in lieu of tracer wire.
- 6. Underground electrical warning tape shall be installed above all underground conduit installations not concrete encased in unpaved areas. Warning tape shall be located as shown on the plans above the counterpoise wire.

E. Lighting Cans, Junction Cans, Junction Can Plazas and Hand Holes

- 1. Except in extreme cases where other means are not practical, manholes or hand holes larger than 4 feet x 4 feet x 4 feet deep shall not be used.
- 2. Hand holes shall be equipped with spring loaded/assisted hinged covers of a design easily opened by one person.
- 3. The preferred method of connectivity shall be by use of junction can plazas consisting of FAA L-868 cans installed in concrete plazas. Each can shall contain a single circuit with the designation of the circuit imprinted in a brass marker embedded in the concrete adjacent to the can. If deemed necessary, and at the approval of the Airfield Maintenance Electrical Supervisor, more than one circuit may be installed in a conduit/can. Can lids should be flush with concrete plazas with dam rings on the cans.
- 4. All ducts installed under paved areas shall be encased in concrete.
- 5. All unused conduits shall have the open ends plugged with removable tapered plugs and be provided with a pull rope equivalent to IDEAL Power-Fish pull line (200 lb strength)

- 6. Drain lines shall be installed to provide positive drainage to eliminate standing water in airfield lighting bases, junction cans, and hand holes in locations determined by the designer.
- 7. L-868 cans used for the installation of in-pavement lights shall be of a two-piece design with the top section including a multi-hole ring (VEGA #2419MEM) as manufactured by Jaquith Industries.
- 8. Fixture hold down bolts shall be all-thread stainless steel, type 304 or as recommended by the fixture manufacturer.
- 9. Fixture hold down bolts for in-pavement lights shall be tightened to the proper torque per fixture manufacture's specifications. All bolt holes shall be cleaned using a source of compressed air prior to installation of any bolts. Threads on all bolts shall be coated with anti-seize compound approved for use on stainless steel. Bolts shall not extend past the threaded adapter ring or into the can. Final tightening of the bolts shall be done using a properly calibrated torque wrench of the required range and verified by the engineer. Electrically or pneumatically operated wrenches shall not be used to achieve the final torque on bolts.
- 10. Lock washers installed on hold down bolts for all fixtures shall be two piece 316 or 316L stainless steel washer. CRC type washers shall not be acceptable.
- 11. All cans shall have factory-installed hubs. Grommet cans are **not** acceptable unless approved for the application by the Airfield Maintenance Electrical Supervisor. Stub-in connections into existing light bases shall be Meyers hub installation.

F. Connectors

1. L-823 connectors used to splice L-824 type C #8 AWG cables shall be Elastimold style 54-D4-D4 or equivalent. L-823 connectors shall be made waterproof by a double layer of rubber tape (scotch 23 or equal) covered by a double layer of plastic tape (scotch 88 or equal). Heat shrink, is not allowable. One-piece shrink kits that encapsulate the entire splice shall not be used. Provide Scotch 23/Scotch 88 waterproofing at center connection to extend 1-1/2" each side of break and at each end of splice kit.

G. Fixtures

- 1. Runway and taxiway elevated light fixtures shall use a quartz bi-pin type lamp of the minimum wattage required for the application unless LED fixtures are approved by Airfield Maintenance Electrical Supervisor.
- 2. In-pavement fixtures should be manufactured of aluminum and utilize no more than two lamps with a maximum total wattage of 100 watts per fixture. L-850C edge lights and fixtures used for stop bars and runway guard lights may exceed this wattage, however.

H. Signs

- 1. Signs should be re-lampable without the use of tools.
- 2. Concrete foundations for signs shall contain separate housings for transformers. Transformers shall not be housed under a leg of the sign or any portion of the sign. Sign power should be fed through the sign leg.

- 3. Where practical, signs should be style 5, size 3, and be installed on a dedicated circuit.
- 4. All signs installed on the airfield should be marked on each end with 4" vinyl reflective labels with the sign's designation as shown on the plans.

Facilities Construction Standards

A. General

- All work shall comply with the applicable construction codes and MSCAA standards. The
 contractor shall be responsible for construction code permits and shall arrange for all code
 required inspections. Copies of permits shall be supplied to the Manager of Building
 Maintenance.
- 2. Utilities will not be interrupted without prior coordination and approval from the MSCAA Building Maintenance Manager, telephone number (901) 922-8615 or the Maintenance Service Desk at (901) 922-8040. Approval is required for each and every interruption. A minimum of a 24-hour notice is required for utility interruptions.
- 3. All salvaged equipment shall be returned to MSCAA at their designated location for their use or disposed of off-site as directed by MSCAA.
- 4. Asbestos Containing Materials (ACMs) are specifically prohibited without specific written approval from MSCAA. Any installation of ACMs without prior written approval must be removed immediately by the installer in accord with local ACM removal regulations.

B. Penetrations

- 1. All concrete floor and roof penetrations must be accomplished by core drilling. Use of rotary hammer or other impact tools for this purpose is prohibited. Core drilling efforts must be coordinated with tenants occupying space below the cored floor slab. The contractor will be responsible for any damage resulting from core drilling.
- 2. Sealing of new and pre-existing floor penetrations must be filled full depth with hydraulic cement and sealed with epoxy or polyurethane caulk as noted under the Preferred Brands heading (pages 17 & 18). The installation shall be inspected by the MSCAA Development Division. Contractor shall coordinate with MSCAA Development Division for any x-ray or ultra-sound requirements for concrete floor/roof penetrations. No drilling through concrete beams unless approved by Development.
- 3. When drilling or core drilling through floors, walls, ceilings etc., the contractor is responsible for inspecting for electrical, plumbing, etc and is fully responsible for all repairs to anything damaged.
- 4. No drilling or ramset fastening is allowed in pan sections of the concrete structure. Any attachments installed above the ceiling will be suspended from the joist structure only.
- 5. No holes shall be drilled and no anchors shall be attached to the glazed brick, glazed wall tiles, or metal wall panels. Attachments shall be anchored in the mortar joints exclusively.
- 6. Penetrations through the roof are typically prohibited. When unavoidable, roof penetrations shall be coordinated with MSCAA and will be the responsibility of the contractor to restore the roof to such a condition as not to invalidate the roof warranty.
- 7. Hydraulic cement and core drill sealant shall be installed full depth. After curing, epoxy or polyurethane caulk shall be applied at the bottom of the plug and polyurethane caulk shall be applied at the top surface.

C. Signage

1. Signage shall comply with the standards established by MSCAA and final approval shall be the responsibility of MSCAA Development Division.

D. Electrical

- 1. Fiber optic runs should include #10 THWN stranded yellow tracer wire for locating purposes and connected in its entirety as a continuous conductor. Alternatively, armored fiber optic cables will be considered in lieu of tracer wire.
- 2. All electrical conductors will be installed in conduit and use of flex conduit is limited to runs of 6 feet or less. Conduit couplings and connectors utilizing setscrew fasteners are prohibited. Conduit shall be concealed from public view wherever possible. All conduits and electrical raceways shall contain an equipment grounding conductor.
- 3. All electrical conductors #14 AWG & larger shall be stranded copper wire unless otherwise approved in writing by MSCAA.
- 4. All emergency devices including emergency lights, exit lights, etc., shall be connected to emergency circuits. MSCAA does not allow battery packs.
- 5. MSCAA does not allow Bodine ballasts in fluorescent lighting fixtures. LED is preferred in all lay-in fixtures. Prior approval by Development must be received for use of fluorescent lay-in fixtures and the lamps shall be T8.
- 6. All use of cable trays is subject to MSCAA review and approval. Conduit installation must be independently supported and shall not be strapped to cable trays or any of the cable trays' support systems, including hangers and braces.
- 7. All equipment shall meet the appropriate UL listing for its intended purpose.
- 8. 23-kV rated cable shall conform to MLG&W standards. This requires cable having an aluminum or copper conductor, extruded conductor shield, ethylene propylene rubber insulation, extruded semi-conducting insulation shield, copper concentric neutral, and polyethylene jacket. The cable shall be suitable for direct burial, conduit/duct and aerial installations. All designers should re-verify MLG&W standards prior to publication of construction documents.

E. Mechanical

- 1. The use of flex duct shall not exceed more than four (4) feet and banded with metal straps, no tape. Use of flex duct other than at the end of a line or connected to air diffusers must be approved by MSCAA.
- 2. Controls for the HVAC system shall be open architecture and compatible with the JCI Metasys Extended Architecture System.
- 3. VAV Boxes shall be pressure dependent, electronic controls with no auxiliary fan or local filter.
- 4. A copy of the test and balance report shall be submitted to MSCAA Development. An independent contractor shall perform the testing and complete the report.
- 5. The contractor shall align all motors to the associated pump, gearbox, fan, etc. MSCAA Development and Maintenance shall inspect alignment prior to acceptance. Maximum

- allowable angular and parallel misalignment is 0.003.
- 6. Heat trace cables shall have indicator lights installed in a visible location that illuminate when the cables are in operation.
- 7. UV lighting in HVAC and HEPA (MERV-14 Rating) filtration systems.

F. Plumbing

1. Brass ball valves shall be installed at the water supply point of origin and in the ceiling directly above any newly installed plumbing fixture where a utility chase wall is not present. If a walk-in utility chase exists, then ball valves shall be installed in the accessible chase no more than five (5) feet above finished floor. There shall be no more than 4 plumbing fixtures on one ball valve. Brass valve tags shall be placed on all newly installed valves clearly identifying the origin and destination.

G. Fire Alarm and Suppression Systems

- 1. The fire suppression system shall interface with the airport's Simplex Fire Alarm System.
- 2. All dry sprinkler pipe and fittings must be galvanized. All grooves in piping shall be the correct depth per industry standards.
- 3. See section Facilities Construction Standards Construction Contractors for additional requirements.

H. Antennae

- 1. All work shall comply with the applicable construction codes and MSCAA standards.
- No antenna is permitted on the roof; it must be installed within the infrastructure on one of the antenna farms or roof mounted antenna racks or in very limited cases with prior approval parapet mounted. Proposed antenna locations must be approved by MSCAA Development.
- 3. Cables are not allowed on the roof or to run bare down a wall. A conduit from the parapet location down the wall with an LB connector into the wall below the spandrel beam is required. Parapet mount must be properly sealed to prevent leaks through the concrete. Any wall penetrations must also be sealed. Cables from antennas mounted on racks must utilize the conduit pathway at the rack location.
- 4. Cables above the ceiling must be independently supported from the roof structure and run by a licensed low voltage contractor, or a licensed electrical contractor, in accordance with applicable codes.
- 5. Installer shall be responsible for construction code permits and shall arrange for all code required inspections. Copies of permits shall be supplied to the Manager of Building Maintenance.
- 6. MSCAA Maintenance will not provide the escort for antenna work; either installer or Operator must be badged or tenant will have to escort antenna personnel.

I. Miscellaneous

1. Relocation and/or removal of any security device including CCTV cameras, access control

- equipment, etc. must be approved by MSCAA Development.
- 2. Non-shrink grout shall be used with all tile work, up to four (4) feet in height, laid on top of an approved waterproofing membrane.
- 3. All 12" X 12" ceiling tile shall be installed with the arrow on the back of the tile pointing south.
- 4. All flammable gas and liquid systems that are piped into buildings shall be properly equipped with seismic shutoff valves. Seismic shutoff valves shall be designed and installed to comply with all governing code requirements, insurance requirements, and MSCAA Construction Standard requirements. In the case of conflict between the listed requirements, the most stringent shall apply.
- 5. For in-pavement loop installations, loop wire must meet IMSA Spec 51-7. Lead-in wire, if needed, must meet IMSA Spec 50-2. Loop wire shall be one continuous length with no splices from the junction box or control cabinet and back again. The wire shall be twisted by hand four twists per foot in the lead-in slot. Loops must be cut in a rectangular shape, with each 90 degree corner transected with a 45 degree cut to prevent over bending/stressing of the loop wire. Loop saw cuts should be ½" to 3/8" wide and a minimum of 1½" deep in concrete and 2" deep in asphalt. Loop Lead-in saw cuts should be 3/8" wide and a minimum of 1½" deep in concrete and 2" deep in asphalt. Properly seal the saw cuts with Dow Corning 890 SL self-leveling sealant.
- The terrazzo floor shall be protected during construction. The removal, cutting, disfigurement or covering of the Terrazzo floor shall be reviewed and approved by MSCAA Development.
- 7. Only black steel pipe is permitted for use on systems containing diesel fuel, including tank vent stack piping, tank fill piping, and tank drain piping. No other material, including galvanized pipe, is allowed.
- 8. 90° brushed stainless steel corner protectors shall be installed on all new interior wall construction. The protectors shall be type 304 grade stainless, 22 gauge, 44" tall, 1.5" wings with a 3/8" wall grip edge, and a 1" radius at the top. Protectors shall be installed on top of the cove base and be adhered to the wall with F-26 construction adhesive.
- 9. Fire rated solid wood blocking that extends from wall stud to wall stud shall be installed for support of framed openings, wall mounted cabinets, wall mounted door hardware, wall mounted monitors, plumbing fixtures, toilet partitions, toilet accessories, mirrors, etc. on all new construction walls or remodels, excluding brick or block walls.
- 10. All fryers in kitchens must include automated in-line used cooking oil containment systems for proper collection and disposal. Tenants will be responsible for installation, maintenance, and used cooking oil recycling.

J. Construction Contractors

- 1. Electrical work performed shall be accomplished by crews with a minimum of one licensed journeyman per three apprentices.
- 2. The Contractor shall be responsible for maintaining a clean construction site and any space used for the removal of debris. The contractor shall be responsible for repair of any damage

caused by construction to as good or better condition.

- 3. If directed by Development the Contractor shall erect a temporary wall around the construction site. All temporary walls shall be constructed of metal studs; anchored on bottom with double stick tape and anchored to the roof deck on top (attachment to ceiling tiles or grid is prohibited). The outside (public side) of the wall shall be finished floor to ceiling with 5/8" drywall with 2 coats of flat off white latex paint. The bottom of the wall shall be trimmed with 4" black cove base. A 2"x6" chair rail, blocked 2" off the wall, shall be installed 36" to center above finished floor. The chair rail shall be sanded and painted with two coats of bronze paint (PPG Pitt-Tech Acrylic High Gloss DTM Industrial Enamel Bronze Tone). The Contractor shall retain responsibility during construction to maintain the wall for aesthetic and security issues. MSCAA Development Division shall approve its location, any attachments to terrazzo floors and all signage and/or graphics. For short durations and in areas of limited public visibility, temporary walls may consist of metal studs and BC grade plywood with a high build primer and premium latex paint; use of these materials is allowed only with specific approval from MSCAA Development Division.
- 4. Walk-off mats shall be used at all access points to the construction area to prevent tracking of dust and debris and is responsible for cleanup if any dirt, dust and/or debris gets outside their construction limits.
- 5. When accessible to the public, the schedule of construction efforts and removal of debris shall be coordinated so as not to disrupt other tenants or endanger the safety of the public. Final approval shall be the responsibility of MSCAA Development Division. Unless directed otherwise, working at MEM requires a badge; coordinate with MSCAA Operations Division for specific project requirements. For badging information, the Identification Office telephone number is (901) 922-8005.
- 6. The contractor shall inform MSCAA Development Division, telephone number (901) 922-8033 at least 48 hours prior to startup of construction.
- 7. A set of completed as-built drawings shall be supplied to Development upon completion of the project.
- 8. Fire Alarm System the Contractor shall contact Simplex to verify that the designer worked with Simplex during the design. If design is the responsibility of the Contractor, Contractor shall contact Simplex to design the installation.
- 9. A pre-test of the modifications to the fire alarm system shall be conducted with Simplex and the Contractor. This pre-test must be scheduled and successfully completed at least 24 hours in advance of any test with the Memphis Fire Department. MSCAA's Development Maintenance and Communications will participate in the pre-test, so close coordination is required. A minimum of 72 hours advanced notification is required to both Simplex and MSCAA to schedule the pre-test. The pre-test must be performed after hours. Upon completion of the pre-test, Simplex will provide written confirmation of the successful completion of the pre-test, a copy of which is to be provided to the MFD fire marshal, and a copy is to be provided to MSCAA.
- 10. The test with the Memphis Fire Department for occupancy must be performed after hours and closely coordinated with MSCAA Development, Maintenance and t Communications. Provide MSCAA a copy of any documentation from MFD, including deficiencies noted

with the fire system, or approval of the system.

Painting Standards

A. Airfield

1. Airfield painting shall comply with the latest revision of the P-620 specification. Thermoplastic markings are not acceptable.

B. Roads

1. Road painting shall comply with the latest revision of the TT-P-1952 specification. Thermoplastic markings are not acceptable.

C. Paint Vendors

- 1. This vendor list is provided for reference only in regards to the specific products listed in the following paragraphs. The list is not exhaustive or exclusive as equivalent vendors will be considered by MSCAA Paint Shop.
- 2. PPG Architectural Finishes, Inc. (1525 Three Place, Memphis, TN, 38116)
- 3. Sherwin-Williams (3850 Lamar Avenue, Suite 1, Memphis, TN)
- 4. Farrell-Calhoun (3185 Millbranch Avenue, Memphis, TN)

D. Terminal, Concourses, and South Parking Garage

- 1. Exterior White Fasciae, Cargo Docks, Ramp, Walls, and Columns
 - i. Sherwin-Williams Universal Primer (or equivalent)
 - ii. PPG Pitt-Tech Acrylic Satin White
 - iii. Sherwin-Williams A-100 Acrylic Satin White
- 2. Exterior CMU Walls
 - i. Block Filler
 - ii. PPG Pitt-Tech Acrylic Satin White
 - iii. Sherwin-Williams A-100 Acrylic Satin White
- 3. Interior Walls
 - i. Sherwin-Williams B31W4400 Promar 400 Interior Latex Semi-Gloss White
 - ii. Farrell-Calhoun Acrylic Interior Semi-Gloss Latex Enamel 650 Carriage House
 - iii. Offices (including Airport Police, most of Building Maintenance, and Cargo Building Offices): Farrell-Calhoun Acrylic Interior Semi-Gloss Latex Enamel 650 Carriage House
 - iv. Offices (Mezzanine & Apron level concourse B): Farrell-Calhoun Interior Premium Eggshell Latex Enamel 370 Snowglory
 - v. Gypsum Ceilings/Walls: Pittsburgh Paints PPG 1006-1 Color: Gypsum Various Sheens
 - vi. Aluminum Curtainwall: Valspar Sherwin Williams Fluorpon Special Color: Special White 391B495

4. Doors and Frames

- i. Brown Doors: Sherwin Williams Pro Industrial Acrylic Semi-Gloss Kodiak Olive
- ii. Green Doors: Sherwin Williams Pro Industrial Acrylic Semi-Gloss Blarney Stone
- iii. Brown Frames: Sherwin Williams Pro Industrial Acrylic Semi-Gloss Bronze Tone
- iv. Grey Frames and doors: Farrell-Calhoun Interior Alkyd Enamel Semi-Gloss Zen Retreat
- v. White Frames and doors (Concourse B): Farrell-Calhoun Interior Alkyd Enamel Semi-Gloss Gypsum

5. Window Bases

i. Farrell-Calhoun Acrylic Interior Semi-Gloss Latex Enamel 650 – Carriage House

6. Exterior Metal Structures

- i. Alkyd Industrial Gloss Enamel White
- ii. Alkyd Industrial Gloss Enamel Farrell Calhoun Zen Retreat

7. Interior Metal Structure (Concourse B)

- a. PT-2 Valspar Super Special White
- 8. Rotunda Columns (located in the "Y" of the B Concourse)
 - a. PT-2 Valspar Super Special White

9. ID Office

- i. Walls: Farrell-Calhoun Interior Premium Eggshell Latex Enamel 370 Carriage House
- ii. Doors and Frames: match Terminal & Concourses doors and frames

10. Management Work Room

- i. Walls: Farrell-Calhoun Interior Premium Eggshell Latex Enamel 370 Carriage House
- ii. Doors and Frames: match Terminal & Concourses doors and frames

11. FIS

- i. Walls: Farrell-Calhoun Acrylic Interior Semi-Gloss Latex Enamel 650 Carriage House
- ii. Doors: PPG Pitt-Tech Acrylic Satin DTM Industrial Enamel 90-475 Quick Silver
- iii. Frames: PPG Pitt-Tech Acrylic Satin DTM Industrial Enamel 90-709/05 Dark Silver
- 12. Painted Floors (Building Maintenance areas)
 - i. Farrell-Calhoun Floor and Deck Enamel 702 Medium Gray

E. Administration Building

- 1. Walls
 - i. Ceilings: Farrell-Calhoun Interior Premium Eggshell Latex Enamel 370 Zurich White

- ii. Walls: Farrell-Calhoun Interior Premium Eggshell Latex Enamel 370 Carriage House
- 2. Interior Doors and Frames
 - i. Sherwin-Williams Semi-Gloss Oil Base 1019 Grey Statue

F. Airfield Maintenance Building

- 1. Walls
 - i. Walls: Farrell-Calhoun Acrylic Interior Semi-Gloss Latex Enamel 650 Carriage House
- 2. Doors and Frames
 - i. Doors: PPG Pitt-Tech Acrylic Satin DTM Industrial Enamel 90-475 Quick Silver
 - ii. Frames: PPG Pitt-Tech Acrylic Satin DTM Industrial Enamel 90-709/05 Dark Silver

G. Miscellaneous

- 1. De-Ice Tanks
 - i. Farrell-Calhoun Premium Alkyd Industrial Gloss Enamel 800 White
- 2. Exterior Light, Sign Pole, Sign Bases, and Bollards
 - i. PPG Alkyd Industrial Enamel Gloss Z-Line Bronze Tone
- 3. Ticket Spitters and Bollards
 - i. Farrell-Calhoun Premium Alkyd Industrial Gloss Enamel 800 Safety Zone Yellow
- 4. Colored Metal Surfaces
 - i. Red: Farrell-Calhoun Premium Alkyd Industrial Gloss Enamel 800 International Red
 - ii. Orange: Farrell-Calhoun Premium Alkyd Industrial Gloss Enamel 800 International Orange
 - iii. Yellow: Farrell-Calhoun Premium Alkyd Industrial Gloss Enamel 800 Safety Zone Yellow

Preferred Equipment

A. Architectural Finishes

- 1. Flooring: VCT Armstrong
- 2. Cove Base
 - i. Terminal Building: Armstrong or Roppe
 - ii. Administration Building: Johnsonite Rubber 700 Series; 4" high; #24 Grey Haze
 - iii. Offices: Flexco Rubber wallflowers series; 4" high; #03 Charcoal
- 3. 4" Rubber Wall Base
 - i. Manufacturer: Roppe
 - ii. Color: 123 Charcoal
- 4. 3/8" Epoxy Terrazzo TZ-3
 - i. Manufacturer: Key Resin
 - ii. Color: KEY 100-1779 Gull Wing Grey
 - iii. Location: Concourse B
- 5. 3/8" Epoxy Terrazzo TZ-1
 - i. Manufacturer: Key Resin
 - ii. Color: KEY 001-563 White Diamond
 - iii. Location: Concourse B
- 6. 3/8" Epoxy Terrazzo TZ-2
 - i. Manufacturer: Key Resin
 - ii. Color: Key 28-27 Hearthstone
 - iii. Location: Concourse B
- 7. 3/8" Epoxy Terrazzo TZ-4
 - i. Manufacturer: Key Resin
 - ii. Color: KEY 100-675 Pewter
 - iii. Location: Concourse B
- 8. 3/8" Epoxy Terrazzo TZ-5
 - i. Manufacturer: Key Resin
 - ii. Color: KEY 100-2018 Whale Gray
 - iii. Location: Concourse B
- 9. 3/8" Epoxy Terrazzo TZ-6
 - i. Manufacturer: Key Resin

ii. Color: KEY 001-563 White Diamond

iii. Location: Concourse B

10. 3/8" Epoxy Terrazzo TZ-7

i. Manufacturer: Key Resin

ii. Color: KEY 001-754 Whiteish

iii. Location: Concourse A, B, & C Terminals

11. 3/8" Epoxy Terrazzo TZ-8

i. Manufacturer: Key Resin

ii. Color: KEY 012 Black

iii. Location: Concourse B

12. 3/8" Epoxy Terrazzo TZ-9

i. Manufacturer: Key Resin

ii. Color: KEY 001-753 White Glass

iii. Location: Concourse B

13. Accent Wall Tile T-1A

i. Manufacturer: Fireclay

ii. Product: Glazed Wall Tile White Clay Body (3"X12")

iii. Color: White Wash (V1)

iv. Grout Color: Laticrete #89 Smoke Grey

v. Location: Concourse B

14. Accent Wall Tile T-1B

i. Manufacturer: Fireclay

ii. Product: Glazed Wall Tile White Clay Body (3"X12")

iii. Color: Foggy Morning

iv. Grout Color: Laticrete #89 Smoke Grey

v. Location: Concourse B

15. Accent Wall Tile T-1C

i. Manufacturer: Fireclay

ii. Product: Glazed Wall Tile White Clay Body (3"X12")

iii. Color: Powder Blue

iv. Grout Color: Laticrete #89 Smoke Grey

v. Location: Concourse B

16. Accent Wall Tile T-1D

- i. Manufacturer: Fireclay
- ii. Product: Glazed Wall Tile White Clay Body (3"X12")
- iii. Color: Mayan Blue
- iv. Grout Color: Laticrete #89 Smoke Grey
- v. Location: Concourse B

17. Accent Wall Tile T-1E

- i. Manufacturer: Fireclay
- ii. Product: Glazed Wall Tile White Clay Body (3"X12")
- iii. Color: Martinique
- iv. Grout Color: Laticrete #89 Smoke Grey
- v. Location: Concourse B

18. Porcelain Tile T-2 (restroom Floor)

- i. Manufacturer: Casalgrande Padana
- ii. Product: Balsaltina 18"X18" Naturale Finish
- iii. Color: Linosa
- iv. Grout Color: Laticrete #45 Raven
- v. Location: Concourse B

19. Ceiling Tile

- i. Armstrong 2' x 2', Cortega Angled Tegular 704A (2' x 2' x 5/8")
- ii. Armstrong 2' x 2', Fissured Square Lay-in 756A (2' x 2' x 5/8")
- iii. Armstrong 2' x 4', Cortega Second Look 2765 (2' x 4' x 3/4")
- iv. Armstrong 44"X 48", Optima Techzone
- v. Armstrong 2' X 2', Ultima
- 20. Ceiling Grid: Armstrong Prelude
 - i. Mains: 7300
 - ii. 4' Ts: XL7348
 - iii. 2' Ts: XL7328
 - iv. Wall mold: 7800
- 21. Ceiling Grid: Armstrong Suprafine XL
 - i. Location: Concourse B
- 22. Ceiling Metal Panel:
 - i. Accent Ceilings & Walls
 - ii. Perforated Aluminum Acoustic Backing Torsion Spring Hinged Pans

iii. Color: Ultra White

iv. Location: Concourse B

23. Ceiling Linear Metal

i. Accent Ceilings & Walls

ii. Pattern: Barcode

iii. Color: 8424 Walnut

iv. Location: Concourse B

24. Carpet (Hold Rooms)

i. Style Name: Resonance

ii. Style Number: J0118

iii. Color: 00406 Saddle

iv. Vendor: Continental Flooring (800-825-1221 Ext 206)

v. The pattern for the carpet is to run perpendicular to the concourse for hold room installations.

25. Carpet (Offices)

i. Style Name: Live Wire

ii. Style Number: 54733

iii. Color: 33506 Animated

iv. Vendor: Continental Flooring (800-825-1221 Ext 206)

26. Carpet (MEM Executive Offices)

i. Style Name: Ripple Effect

ii. Style Number: J0116

iii. Color: 00501 Laughs & Yawns

iv. Vendor: Continental Flooring (800-825-1221 Ext 206)

27. Carpet CPT-1 (Concourse B)

i. Manufacturer: Interface

ii. Product: Custom Soundwave Verse Sample

iii. No: 265317-005

28. Carpet Tile CPT-1A (Concourse B)

i. Manufacturer: Interface

ii. Product: Custom Groundwaves Verse Samples

iii. No: 265317-008

29. Carpet Tile CPT-1B (Concourse B)

- i. Manufacturer: Interface
- ii. Product: Custom Off Line Sample
- iii. No: 265317-007
- 30. Carpet Tile CPT-1 (Concourse B)
 - i. Manufacturer: Interface
 - ii. Product: Custom Off Line Sample
 - iii. No: 265317-002
- 31. Carpet Tile CPT-1D (Concourse B)
 - i. Manufacturer: Interface
 - ii. Product: Custom SL910 Sample
 - iii. No: 265317-013
- 32. Wood Paneling (Concourse B)
 - i. Strait Grain
 - ii. Species: White Oak
 - iii. Color: Custom
- 33. Quartz QZ-1 (Concourse B)
 - i. Manufacturer: Silestone
 - ii. Color: Blanco Maple
- 34. Quartz QZ-2 (Concourse B)
 - i. Manufacturer: Silestone
 - ii. Color: Cemento Spa. Polished Finish
- 35. Quartz QZ-3 (Concourse B)
 - i. Manufacturer: Cambria
 - ii. Color: Berwyn
- 36. Quartz QZ-4 (Concourse B)
 - i. Manufacturer: Cambria
 - ii. Color: Whitehall
- 37. Quartz QZ-5 (Concourse B)
 - i. Manufacturer: Silestone
 - ii. Color: Cemento Spa. Polished Finish
- 38. Quartz QZ-6 (Concourse B)
 - i. Manufacturer: Silestone
 - ii. Color: Whitehall

- 39. Quartz QZ-7 (Concourse B)
 - i. Manufacturer: Silestone
 - ii. Color: Whitehall
- 40. Curtain Wall (Concourse B)
 - i. Manufacturer: Kawneer
 - ii. Product: 1600 System 2
 - iii. Color: Interior Valspar Super Special White / Exterior Clear Anodized
- 41. Epoxy Flooring (Concourse B)
 - i. Manufacturer: BASF Building Systems
 - ii. Product: BASF Masterdeal 2500 LT Duty
 - iii. Color: Gray
- 42. Epoxy Flooring (Concourse B)
 - i. Manufacturer: Dex-O-Tex
 - ii. Product: Color Flake L
 - iii. Color: BX 520
- 43. Exterior Aluminum Composite Metal Paneling (Concourse B)
 - i. Manufacturer: Alucobond
 - ii. Product: Alucobond Plus fire rated core
 - iii. Colors:
 - 1. Type 1: Titanium Metallic II
 - 2. Type 3A: Southwest Gold Metallic
 - 3. Type 3B: Harvest Gold Mica
 - 4. Type 3C: Driftwood Mica

B. Plumbing & Restrooms

- 1. Flush valves: Sloan, Royal
- 2. Electronic flush valve retrofits:
 - i. Urinals: Zurn ZRK-C-3.5, 3.5 GPF
 - ii. Water Closets: Zurn ZRK-C-3.5, 3.5 GPF
- 3. Plumbing fixtures: Crane, American Standard, Kohler
- 4. Partitions: Accurate, Stainless Steel, No sight design, overhead braced, Continuous, Hinge type-Integral, Hinge In-swing/out-swing standard closed position, Floor mounted
- 5. Sinks: American Standard, 0355.012 Lucerne wall mounted Lav. sink w/4" centers

- 6. Service Sinks: 8" centers w/ ZURN Z841M1 Faucet
- 7. Urinals: 6501.010 wash brook urinal American Standard white. Zurn Retro Flush Valve.
- 8. Water Closets
 - i. Wall-mounted: American Standard 2257.103 af wall toilet 4 bolt wall mount, white
 - ii. Floor-mounted: Kohler K-4368
- 9. Lavatories
 - i. Non-ADA: American Standard, vandal resistant lavatory faucet with grid drain 2385.130 polished chrome
 - ii. ADA: Delta 511-WFHDF
- 10. Faucets: Sloan Optima EBF-85M infrared
- 11. Water closet gaskets: Wade Part # M-8 for wall hung closets
- 12. Backflow devices: Watts
- 13. Water coolers: Halsey Taylor model #HAC8FS-Q(SS) wall-mounted
- 14. Toilet Accessories: Bobrick
 - i. Recessed towel dispenser and waste receptacle: B-3961
 - ii. Surface mounted toilet tissue dispenser: B-2888
 - iii. Sanitary napkin disposal: B-270
 - iv. Heavy duty robe hook: B-2116
 - v. Handicap tilt mirror: B-293 (24" x 36")
 - vi. Grab bars: stainless steel with Snap Flange
- 15. Toilet Accessories: Non-Bobrick
 - i. Foam Dispenser Spartan Chemical Company 975700
 - ii. Toilet paper dispenser: Shoreline 830 from Memphis Chemical (not for use in public restrooms)
 - iii. Toilet Seat Cover Cabinet: Franklin Brass #1988 (Stainless Steel)
- 16. Eye Wash Station: Bradley S19314F
- 17. Angle Stops: Brasscraft

C. Doors

- 1. Exterior: Steelcraft Door; 16 gauge metal, galvanized; fully reinforced for door closer and continuous gear hinge; with 24" x 32" window prep (if specified)
 - a. Standard doors shall be 3.0' x 7.0'.
 - b. Jet Bridge doors shall be 4.0' x 7.0'.
- 2. Interior: 3070 (3.0' x 7.0') solid core wooden door with prep for continuous gear hinge; with 24" x 32" window prep (if specified)

- 3. Window Kits (if specified): Anemostat #LOPRO Visionlite 24"x32" with Tempered Glass
- 4. Metal Frames: Fit door openings to frame for a Steelcraft door or solid core wooden door with fully reinforced frame for door closer and continuous gear hinge
- 5. Threshold: Aluminum to fit door frame
- 6. Drip Caps: 16 ad if outside door
- 7. Closers:
 - a. Standard Doors: LCN model 4041, arm RW/ PA, finish to match existing areas adjustment size 1-6 PC 23
 - b. Jet Bridge Doors: Dorma 1816HT Series with smoke detector

8. Hinges:

- a. New doors shall have reinforcement on the hinge side and hinges shall be continuous geared hinges by National Guard Products, Stanley, or PBB. Minimum 0.120-inch thick hinge leaves with minimum overall width of 4 inches; fabricated to full height of door and frame. Fabricate hinges non-handed and to template screw locations. Continuous hinges guaranteed for the life of the opening.
 - 1. At electrified hardware locations provide electric transfer continuous hinges with a 12" removable hinge modification accessible without de-mounting door from the frame and Molex standardized plug connectors to accommodate up to 12 wires. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Provide sufficient number of concealed wires to accommodate electric function of specified hardware. Preferred hardware is Von Duprin EPT10.
- b. Existing doors without reinforcement on the hinge side shall use hinges by Stanley FBB 179-4.5 x 4.5 x USP x NRP
- 9. Lock Prep: Yale 6-pin lockset-PB5407LN 694X497 Finish US 10B
- 10. Keyways: 6-pin LFIC Cores with SA keyway
- 11. Panic Hardware: Dorma 9000 Series or Von Duprin RX QEL 98NL-F
- 12. Flush Bolts: Trimco, Burns, or Ives. Provide manual flush bolts with top rod of sufficient length to allow bolt location approximately six feet from the floor. Furnish dust proof strikes for bottom bolts. Surface bolts to be 8" in length and U.L. listed for labeled fire doors.
- 13. Low voltage door operators: Dorma ED900 Series or LCN 9000 Series

D. Electrical

- 1. Wire: THHN or equal for insulation
- 2. VFDs: PowerFlex 400 by Allen-Bradley including latest harmonic distortion units w/ Metasys board
- 3. High Voltage Substations: General Electrical, Cutler Hammer
- 4. Panels, breakers, and contactors: Westinghouse, ITE (Siemens), Square D, Allen Bradley,

Cutler Hammer

- 5. Devices: Leviton, Bryant, P&S, Hubbell
- 6. Device Covers: Stainless Steel
- 7. Lighting: G.E, Phillips, Sylvania, Lithonia
- 8. Fittings (no Set screws, couplings, or connectors): Raco, Steel City
- 9. Conduit/Wire: No MC or BX cable other than 6' or less to be used as whips from junction box to item being fed

E. Mechanical

- 1. Heaters: Trane, McQuay
- 2. Electronic Controls: Johnson Controls (FEC, NAE, BACnet MS/TP), Barber Coleman, Trane, McQuay
- 3. Valves, Hot/Chill Water: Johnson Controls, Barber Coleman, Honeywell
- 4. AHUs: Trane
- 5. Boilers: Cleaver Brooks
- 6. Chillers: Trane
- 7. Pumps: Peerless, Bell & Gossett, Aurora, Ingersoll Rand, Pyramid Pump, Grundfos
- 8. VAV Boxes (All VAVs shall be pressure dependent with electronic controls): Environmental Tech, Varitrane Systems, Tuttle & Bailey
- 9. Electronic Thermostats: TE-6700, BACnet MS/TP, N2, Johnson Control
- 10. Cooling Towers: Marley, BAC

F. Miscellaneous

- 1. Joint Seals and Floor Penetration Seals: Evazote 380 E. S. P. with Hindered Amine Light Stabilizer
- 2. Automatic Perimeter Fence Gate Operators: HySecurity



REPORT OF GEOTECHNICAL EXPLORATION

2M8 Pavement Improvements Charles Baker Airport Millington, Tennessee

Prepared For:

Garver 6831 Crumpler Boulevard, Suite 101 Olive Branch, Mississippi 38654

Prepared By:

Athena Engineering & Environmental, L.L.C. 52 Lindsley Avenue, Suite 101 Nashville, Tennessee 37210

Athena Project No. 100-23-0004

June 9, 2023



June 9, 2023

Ms. Susana Cook, PE Garver 6831 Crumpler Boulevard, Suite 101 Olive Branch, Mississippi 38654

Subject: Report of Geotechnical Exploration

Runway Pavement Rehabilitation

Charles Baker Airport Millington, Tennessee

Athena Project No. 100-23-0004

Dear Ms. Cook:

Athena Engineering & Environmental, L.L.C. (Athena) is pleased to submit this report which provides the results of our geotechnical exploration for the referenced project. Our services were provided in general accordance with our proposal dated May 25, 2022, which was authorized by Garver on February 9, 2023.

The attached report summarizes the project information provided to us, describes the site and subsurface conditions encountered, and details our geotechnical recommendations for the project. The Appendices include figures, descriptions of our field-testing procedures, and our field and laboratory test results.

We appreciate the opportunity to be of service to you on this project. Please contact us if you have any questions regarding this report. We look forward to serving as your geotechnical consultant on the remainder of this project.

Respectfully submitted,

Athena Engineering & Environmental, L.L.C.

Keaton Andrus, EI, GIT Staff Professional

Enclosures: Report of Geotechnical Exploration

Distribution: Address via email to SMCook@GarverUSA.com, File

engineering environmental

Derek L. Hodnett, PE, PG

VP of Engineering



TABLE OF CONTENTS

1.0		ODUCTION	
1.1	Р	ROJECT INFORMATION	1
1.2	Р	URPOSE AND SCOPE OF EXPLORATION	1
2.0	SITE	GEOLOGY	2
2.1	Р	HYSIOGRAPHIC REGION AND GEOLOGIC FORMATION	2
2.2	S	OIL SURVEY	2
3.0	EXPL	LORATION PROCEDURES AND FINDINGS	3
3.1	G	SENERAL	3
3.2		URFACE AND SUBSURFACE CONDITIONS	
	2.1	Surface Materials	
3	2.2	Existing Fill Materials	4
3	2.3	Native Soils	4
3	2.4	Groundwater	4
3	2.5	Dynamic Cone Penetrometer (DCP) Test	4
4.0	LABO	ORATORY TESTING	6
5.0	GEO	TECHNICAL CONSIDERATIONS	7
5.1		XISTING PAVEMENT CONDITIONS	
5.2		UBGRADE STABILITY	
5.3		EW TAXIWAY CONNECTOR	
6.0		TECHNICAL RECOMMENDATIONS	
6.1		EOTECHNICAL DESIGN PARAMETERS	
	1.1	Mill and Overlay	
	1.2	Remove and Replace	
	1.3	Full Depth Reclamation (FDR)	
6.2		UBGRADE PREPARATION AND PAVEMENT MAINTENANCE	
7.0		STRUCTION CONSIDERATIONS	
7.1		OMPACTED FILL RECOMMENDATIONS	
	1.1	General	
	1.2	Soil Fill	
7.2		SENERAL EARTHWORK CONSIDERATIONS	
7.3		GROUNDWATER CONTROL RECOMMENDATIONS	
8.0		LIFICATIONS OF RECOMMENDATIONS	
APPEND	DICES		
Appendi	xA-	FIGURES	
Appendi	хВ-	FIELD TESTING PROCEDURES	
		FIELD CLASSIFICATION SYSTEM	
		SOIL CLASSIFICATION CHART	
		PAVEMENT CORE LOGS	
		Boring Logs	
Appendi	x C -	DCP Test Results	
Appendi	xD-	LABORATORY TEST RESULTS	



1.0 INTRODUCTION

1.1 PROJECT INFORMATION

Project information was provided by Susana Cook of Garver in emails dated May 18, 2022 to Nathan Long of Athena. The emails contained a PDF titled "Request for Geotechnical Proposal" which outlined the requested scope of services, along with responses to questions from Mr. Long regarding site access and existing site conditions. Follow up conversations resulted in revisions to the scope of work, which reduced the total number of soil test borings.

We understand the project consists of rehabilitating the existing pavements for Runway 18-36 and constructing a new taxiway connector at the Charles Baker Airport, designated 2M8 by the Federal Aviation Administration. The existing asphalt runway is 3,500 feet long and 75 feet wide. The new taxiway connector will be about 135 feet long and will connect to the parallel taxiway west of the runway. This area is currently grassed. We also understand the gross weight of the aircraft utilizing the rehabilitated and newly constructed pavements will be less than 60,000 pounds, which is factored into our recommendations.

1.2 PURPOSE AND SCOPE OF EXPLORATION

The purpose of this exploration was to explore the subgrade and provide geotechnical recommendations for pavement rehabilitation and new pavement construction at the Charles Baker Airport located in Millington, Tennessee. Our scope of services was detailed in our proposal dated May 25, 2022. Our geotechnical exploration services did not include sampling and testing of the rock, soil, surface water, groundwater, or air for the presence of environmental contaminants.



2.0 SITE GEOLOGY

2.1 PHYSIOGRAPHIC REGION AND GEOLOGIC FORMATION

The project site is located in Millington, Tennessee within the Inner Coastal Plain Physiographic Region. The Inner Coastal Plain is characterized by a relatively flat topography that gently slopes westward to the Mississippi River floodplain. Elevations of this physiographic region range from approximately 450 feet in the eastern portion to 280 feet in the western portion. Relief is generally less than 200 feet.

The "Geologic Map of Tennessee, West Sheet" (Tennessee Division of Geology, 1966) indicates the project site is underlain by loess (QI). According to this source of information, the loess is described as clayey and sandy silt, gray to brown, massive. Maximum thickness about 100 feet along bluffs of Mississippi River; thins eastward.

2.2 SOIL SURVEY

The United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) web soil survey indicates the project site is underlain by three soil units; the Calloway silt loam (Ca), the Grenada silt loam (GaB), and the Henry silt loam (He).

The Calloway silt loam has USDA texture classifications of silt loam and silty clay loam. Typical engineering classifications for the Calloway silt loam include lean clay (CL) by the Unified Soil Classification System (USCS) and A-4, A-6, A-7-6 by the American Association of State Highway and Transportation Officials (AASHTO) classification system.

The Grenada silt loam has USDA texture classifications of silt loam and silty clay loam. Typical engineering classifications include lean clay (CL) and silty lean clay (CL-ML) by the USCS and A-4 and A-6 by the AASHTO classification system.

The Henry silt loam has USDA texture classifications of silt loam, silty clay loam, and silt. Typical engineering classifications include silty lean clay (CL-ML), silt (ML), and lean clay (CL) by the USCS and A-4, A-6, and A-7 by the AASHTO classification system.



3.0 EXPLORATION PROCEDURES AND FINDINGS

3.1 GENERAL

We performed our geotechnical exploration on April 3 and 4, 2023. The exploration consisted of performing 12 soils test borings. Borings B-01 through B-10 were performed within the existing asphalt-paved runway and Borings B-11 and B-12 were performed within the footprint of the proposed taxiway connection. Pavement coring was performed at boring locations B-01 through B-10 prior to soil sampling to determine the thickness of the existing asphalt pavement. Additionally, Dynamic Cone Penetrometer testing was performed prior to soil sampling at select locations to provide and estimated CBR value of the in-situ soils. The approximate site location and exploration locations are shown on the Site Vicinity Map and Exploration Location Plan in Appendix A. Descriptions of the field procedures used during the exploration can be found in Appendix B.

3.2 SURFACE AND SUBSURFACE CONDITIONS

The existing runway, designated Runway 18-36, is approximately 3,500 feet long and 75 feet wide. During our exploration, we observed the current condition of the asphalt surface to be poor, with closely-spaced horizontal and longitudinal cracking present across the entire runway. The maximum dilation of the cracks was measured as approximately 3 inches. The cracks within the runway have been sealed as a short-term remediation method. No evidence of settlement or depressions within the existing runway were observed during our field activities. The runway runs north to south and connects to the existing taxiway, aprons, hangars, and airport facilities located to the west by three existing taxiway connectors which are located at the northern extent, center, and southern extent of the runway. Existing elevations for the runway are approximately 242 to 245 feet MSL, sloping downward to the south.

The terrain which surrounds the runway is grass-covered land which generally slopes downward away from the runway. To the east, the land is low relief, with maximum change in elevation relative to the runway surface of approximately 3 feet. To the west, towards the existing taxiway, the grassed area slopes down to what we observed to be a drainage ditch. The maximum change in elevation relative to the runway surface on the western side is approximately 7 feet. The drainage ditch slopes downward from north to south.

3.2.1 Surface Materials

The surface materials for each of the borings performed within the existing runway, B-01 through B-10, consisted of 6 ½ to 10 inches of asphalt underlain by basestone material of varying thicknesses. The basestone thicknesses provided on the individual Boring Logs and Pavement Core Logs in Appendix B are approximate. We believe the measurement of the basestone thickness is within 2 inches of the actual thickness at the time of construction. Mixing of the stone/soil subgrade, particularly where the basestone is thicker, makes measurement more challenging. Table 1 summarizes the pavement section thicknesses



at these locations. Borings B-11 and B-12, located in an unpaved area within the footprint on the proposed taxiway connector, initially encountered approximately 2 inches of grass and topsoil.

Table 1 – Pavement Section Thickness Summary

Boring No.	Pavement Thickness (in.)	Basestone Thickness (in.)*	Total Thickness (in.)
B-01	6 ½	16	22 ½
B-02	7 1/4	12	19 ¼
B-03	7 ½	12	19 ½
B-04	8	12	20
B-05	10	6	16
B-06	8	19	27
B-07	8	6	14
B-08	7 ½	14	21 ½
B-09	6 ½	19	25 ½
B-10	7	14	21

^{*}Thickness values are approximate and based on observations during drilling. Estimated to be within +/- 2 inches.

3.2.2 EXISTING FILL MATERIALS

Existing fill material was encountered beneath the surficial material at Boring B-12. The fill material consisted of approximately 2 to 3 inches of sandy gravel.

3.2.3 NATIVE SOILS

Native soils were encountered in each of our borings beneath the surficial materials or the existing fill material, where present. The native soils encountered generally consisted of lean clay, silt, and silty lean clay. The Standard Penetration Test (SPT) N-values for the native soils ranged from 0 to 29, indicating very soft to very stiff soil consistencies. We note the upper extent of N-values (particularly the value of 29 encountered in Boring B-03) may be influenced by gravel content within the sample. Generally, the consistency of the native soils was stiff in the upper 3½ feet of each boring and firm to soft 3½ feet below ground surface and deeper.

3.2.4 Groundwater

Free groundwater was not identified within the depth of exploration. Isolated perched conditions may exist between our borings, especially along the soil/bedrock interface. Groundwater levels will differ depending on the time of year, climatic conditions, and the degree of construction activities. Each of the borings and test pits were backfilled with cuttings upon completion for safety, therefore 24-hour groundwater readings were not taken.

3.2.5 DYNAMIC CONE PENETROMETER (DCP) TEST

We performed DCP testing (ASTM D6951) at 7 boring locations to evaluate the strength of the existing soils beneath the existing runway and within the footprint of the proposed taxiway connector. The DCP test



results were plotted to determine the estimated CBR value of the soils. The results of these tests are summarized in Table 2. The starting depth of each test is relative to the top of the soil subgrade at each boring location. Additionally, the total test depth of 36 inches was not achieved on several of the borings due to the thicknesses of the surficial materials and the limited depth accessible by the DCP device. The DCP test data is included in Appendix C of this report.

Table 2 – DCP Estimated CBR Values

Boring No.	Depth Range (in.)	Estimated CBR Value	
B-02	1-36	>10	
B-03	2-12	>10	
B-04	3-33	>10	
B-06	3-34	>10	
	4-15	>10	
B-09	15-20	8	
	20-34	>10	
	1-10	7	
B-11	10-20	>10	
D-11	20-29	8	
	29-34	>10	
	1-3	5	
B-12	3-6	>10	
D-12	6-13	2½	
	13-34	>10	



4.0 LABORATORY TESTING

We performed laboratory testing on select samples collected during our exploration. The testing included natural moisture content determinations, sieve analysis with No. 200 Wash, Atterberg limits, soil moisture/density relationship with standard effort (Proctor), and California Bearing Ratio (CBR). We performed the laboratory testing in accordance with ASTM procedures. Laboratory results are included in Appendix D.

Composite bulk samples were collected from auger cuttings for laboratory testing. Bulk 1 is composed of soil from Borings B-02, B-04, and B-07. Bulk 2 is composed of soil from Borings B-11 and B-12. These bulk sample designations will be referenced in this section and the following sections of this report, as well as on the laboratory results in Appendix D.

Natural moisture content tests were performed on 25 samples. The results of this testing indicate natural moisture contents for the samples range from 14.5 to 31.7 percent.

Sieve analysis and Atterberg limits testing was performed on 7 split-spoon samples and 2 composite bulk samples. Table 3 summarizes the results of these tests.

Grain Size Liquid Plastic **Plasticity USCS Soil** Depth Boring Gravel Sand Silt/Clay (ft.) Limit Limit Index Classification (%) (%) (%) 29 B-01 6 24 5 0.9 3.2 95.9 Silt (ML) NP NP 4.7 Silt (ML) B-03 3.5 NP 0.0 95.3 B-05 3.5 29 22 7 0.0 7.2 92.8 Silty Clay (CL-ML) B-08 3.5 39 23 16 0.0 5.0 95.0 Lean Clay (CL) B-10 3.5 32 21 11 0.0 2.9 97.1 Lean Clay (CL) B-11 1 NP NP NP 0.0 4.0 96.0 Silt (ML) B-12 39 4.8 95.2 Lean Clay (CL) 3.5 21 18 0.0 Lean Clay with Sand Bulk 1 2 76.9 30 22 8 7.1 16.0 (CL) Lean Clay with Sand Bulk 2 1 34 7.5 79.8 22 12 12.7 (CL)

Table 3 – Summary of Classification Testing Results

Standard Proctor and CBR tests were performed on Bulk 1 and Bulk 2. Table 4 summarizes the results of these tests.

Table 4 – Summary of Compaction Testing Results

Sample	Maximum Dry Op Density (pcf)	Optimum Moisture Content (%)	CBR Value – 95%	CBR Value – 98%
Bulk 1	112.7	14.9	5	9.5
Bulk 2	111.5	15.3	5.5	8.5



5.0 GEOTECHNICAL CONSIDERATIONS

Based upon an engineering reconnaissance of the site, the subsurface and laboratory data, visual-manual examination of the samples, and Athena's understanding of the proposed construction and experience as geotechnical engineers, Athena reached the conclusions and developed the recommendations provided herein. The conclusions and recommendations in this report have been derived by relating the general principles of the discipline of geotechnical engineering to the proposed construction outlined by the Project Information section of this report. Because changes in surface, subsurface, and climatic conditions can occur, the use of this report should be restricted to this specific project. Any changes or modifications which are made in the field during the construction phase which alter site grading, infrastructure, or other related site work, should also be reviewed by Athena. If conditions which vary from the findings of this report are encountered during construction, the Geotechnical Engineer of Record should be contacted immediately to review the changed conditions in the field and make appropriate recommendations.

Athena's geotechnical concerns for site development include the existing pavement conditions and potential soft to firm native soils present in the subgrade.

5.1 EXISTING PAVEMENT CONDITIONS

Boring B-01 through B-10 were performed within the existing runway of the Charles Baker Airport. As previously stated in Section 3.2 of this report, the current conditions of the asphalt pavement are poor, with extensive cracking with dilation. Additionally, measurements of the pavement cores and basestone materials collected during our exploration indicate the existing asphalt thickness varies from 6½ to 10 inches and basestone thickness varies from 6 to 19 inches.

Pavement cracking can lead to poor pavement performance and subgrade conditions and support characteristics due to its ability to allow surface water and runoff to infiltrate beneath the pavement. The pavement cracking was observed to be repaired with sealant at the time of our exploration, but the condition of the seal was poor in select locations. Poor seal conditions may not prevent infiltration from occurring and should be repaired, where necessary. Varying pavement section thicknesses may also affect the performance of the runway, including differential settlement and localized depressions due to thicker sections typically exhibiting higher bearing capacities. Although areas of excessive settlement or localized depressions within the asphalt were not observed while on site, poor subgrade conditions may currently exist which may lead to future issues.

5.2 SUBGRADE STABILITY

Our soil test borings indicate the presence of soft to firm native soils, typically encountered at depths greater than 3½ feet below the ground surface, which may be unsuitable for pavement support. The near-surface soils (depths less than 3½ feet below the ground surface) beneath the existing runway pavements and in the footprint of the proposed taxiway connector exhibited stiff to very stiff consistencies, which are



suitable for pavement support. The lateral and horizontal extent of the soft soils may vary between boring locations. If soft soils are determined to be present beneath the existing pavement materials or within the footprint of the proposed taxiway connector during the time of construction, stabilization may be required.

5.3 New Taxiway Connector

The proposed location of the new taxiway connector is on the east side of the existing runway. Based on our observations, the grassed areas adjacent on the eastern side are formed as a drainage ditch. During the subgrade evaluation prior to new pavement construction, these low areas along the ditch within the footprint of the taxiway connector should be checked for soft, wet soils by proofrolling the subgrade using a heavily-loaded tandem-axle dump truck. Any soft soils identified during proofrolling should be undercut to a depth sufficient to remove the unsuitable materials and backfilled with compacted fill as recommended in the Construction Considerations section of this report. Site drainage should be designed to allow for water flow away from the edges of the pavement to reduce the risk of ponding along the pavement edges, which can lead to premature subgrade failure.



6.0 GEOTECHNICAL RECOMMENDATIONS

The pavement recommendations contained in this report section were developed in consideration of the project information detailed in Section 1.1. If this information is not correct or has been updated, we should be contacted to review the corrected or updated information and confirm the recommendations presented herein are appropriate.

6.1 GEOTECHNICAL DESIGN PARAMETERS

Our field and laboratory testing indicates the existing runway and proposed taxiway connector are primarily underlain by lean clay with sand. Based upon our laboratory testing, we recommend using a CBR value of 5 for the design of rehabilitated pavements and new pavements supported by the existing subgrade soils.

Placement of new fill material may be required to reach construction grade for the proposed taxiway connector. Fill material criteria, along with other recommendations for new pavement construction, can be found in the Construction Considerations section of this report.

Rehabilitation methods considered for the existing asphalt runway include mill and overlaying the existing pavement surface, removal and replacement of the existing pavement materials, and Full Depth Reclamation (FDR). Details of each rehabilitation method are discussed in the following sections.

6.1.1 MILL AND OVERLAY

Our borings encountered between 6½ and 10 inches of asphalt pavement within the existing runway. The existing aggregate base thickness for the existing runway, where measurable, ranged between 6 and 19 inches. We note the measured thickness of the existing basestone material may be affected by the material becoming mixed with the underlying subgrade materials. We believe partial milling and overlaying with new asphalt is a suitable method for improving the existing runway pavements. The milled asphalt surface should be proofrolled to identify and delineate the lateral extent of any soft soils beneath the existing pavements. Excavation to a depth sufficient to remove soft and/or unsuitable soils and backfilling with engineered fill should be performed in areas that show weakness prior to repaving, if encountered. Additionally, we recommend repairing any open or wide cracks observed in the milled surface prior to repaving. Based on the existing pavement conditions observed during our geotechnical exploration, we anticipate this method of rehabilitation will work as a short-term solution as it may not fully address any potential existing subgrade conditions.

6.1.2 REMOVE AND REPLACE

The existing runway may also be rehabilitated using the remove and replace method. For this method, the existing asphalt pavement material should be removed to expose the underlying basestone material. If additional basestone material is required, or if mixture of the basestone and underlying subgrade material is observed, the removal of the existing basestone materials will also be necessary. Once exposed, the



basestone or subgrade should be proofrolled to identify unstable areas. If unstable areas are observed during proofrolling, then improvements may consist of undercutting the soft and/or unsuitable soil to stable ground and replacing the removed material with suitable fill. Alternatively, stone fill may be used in place of soil fill to reduce the depth of undercutting. This method of rehabilitation will provide a longer lasting solution than the previously mentioned mill and overlay method, as it allows for a uniform layer of basestone material to be placed and for any unstable subgrade conditions to be identified and remediated.

6.1.3 FULL DEPTH RECLAMATION (FDR)

As an alternative to the remove and replace method, we believe Full Depth Reclamation (FDR) can be used to rehabilitate the pavement. The FDR process may reduce the amount of material waste and limit the time necessary to improve the subgrade. This method allows for the existing pavement materials to be pulverized and mixed in place, saving on the costs of demolition and removal from the site.

After the existing pavement materials are pulverized, the subgrade can be reshaped and elevations adjusted to match the adjoining grades prior to mixing cement in with the pulverized asphalt, basestone, and subgrade soil. Once compacted and allowed to cure, the new asphalt paving may be placed directly on the stabilized layer. In areas where surface water drainage is poor, especially at the edge of pavement, a relatively thin layer of basestone may be added to provide a capillary break. Also, some paving contractors prefer to place several inches of basestone to better shape the subgrade prior to paving. About 2 to 3 inches of basestone is common for this approach, but structurally it isn't needed.

A mixing depth is required for the FDR design. Sampling and testing of the pavement and subgrade material for FDR design was outside of the scope of services for this project. Upon request, Athena can provide the services necessary and additional information regarding FDR rehabilitation for the site.

6.2 SUBGRADE PREPARATION AND PAVEMENT MAINTENANCE

The soils encountered at the site generally consist of some quantity of clay, which is moisture sensitive. Experience indicates there is typically extensive lag time between the time grading is completed and pavement construction occurs (i.e., grading may occur during hot, dry weather and pavement construction may occur during wet cool weather). Once grading has been performed, the subgrade may be disturbed throughout the construction process due to utility excavations, construction traffic, desiccation, or rainfall. As a result, the pavement subgrade may become unsuitable for pavement construction over time and corrective action may be required. The subgrade should be evaluated at the time of pavement construction by proofrolling with a heavily-loaded tandem-axle dump truck. Particular attention should be given to high traffic areas that display distress and to areas where backfilled trenches are located.

Drainage improvements for newly constructed pavement, such as underdrains and/or edge drains, will help remove water from the subsurface before potential pavement damage can occur. Alternatively,



improvements to the shoulder to move the drainage further away from the edge of pavement should be made where possible.

Design pavement section thicknesses are typically determined based on post-construction traffic loading conditions, which do not account for heavy construction traffic during the early stages of development. A partially constructed structural section subjected to heavy construction traffic can result in pavement deterioration and premature failure. Our experience indicates this pavement construction practice can result in pavements which will not perform as intended. Considering this information, several alternatives are available to mitigate the impact of heavy construction traffic on the pavement construction. These include using thicker sections to account for construction traffic, using some method of stabilization to improve the support characteristics of the pavement subsurface, or by routing heavy construction traffic around paved areas using a "haul road" constructed for that purpose.

Maintenance is essential to good long-term performance of rigid and flexible pavements. Any distressed areas should be repaired promptly to prevent the failure from spreading due to loading and water infiltration.



7.0 CONSTRUCTION CONSIDERATIONS

All topsoil within the project limits should be stripped prior to evaluating the subgrade. After completing initial stripping of topsoil, the exposed subgrade should then be evaluated as follows:

- Recompact the upper one foot of exposed subgrade to an average of 97 percent with no single test being below 95 percent of the standard Proctor maximum dry density prior to any new fill placement and following excavation in cut areas.
- Perform proofrolling of the recompacted subgrade using a loaded tandem-axle dump truck or other rubber-tired equipment judged suitable by the geotechnical engineer. Our geotechnical engineer or his representative should observe proofrolling activities.
- Remediate soft, organic, or yielding subgrade materials encountered during the proofrolling operations as recommended by our geotechnical engineer.

7.1 COMPACTED FILL RECOMMENDATIONS

7.1.1 GENERAL

Compacted fill may be placed in accordance with the recommendations provided by the FAA Standard Specifications for Construction of Airports guidelines (AC No. 150/5370-10H) and using the following criteria:

- Fill placement and compaction should be observed by our representative on a full-time basis.
- Fill placement should be properly keyed into stripped and scarified subgrades. The upper one foot of materials in planned cut areas or in areas which do not receive more than one foot of new fill should be scarified and recompacted to an average of 97 percent with no single test being below 95 percent of the standard Proctor maximum dry density (ASTM D698) for cohesive soils.
- Fill should not be placed on frozen or saturated subgrades.
- If soils which exhibit high water contents, which are prone to degradation, are exposed in areas requiring fill, it may be necessary to end dump the fill and push it into place using light bulldozers. Pan scrapers and haul trucks should not be allowed on marginal subgrades.
- Soil slopes should be protected from erosion by seeding, sodding, or other means, and surface runoff should be diverted away from slopes. For erosion protection, grass or other vegetation should be established on permanent slopes as soon as practical.
- Compacted fill embankments should be constructed no steeper than a ratio of 2 horizontal to 1 vertical (i.e., 2H:1V). We also recommend permanent cut slopes be constructed no steeper than 2H:1V.
- Compacted fills should extend horizontally outside of planned pavement areas at least five feet before sloping.
- Cut and fill slopes should be regularly evaluated during the construction for indications of movement.
- Excavations should be constructed in accordance with applicable Occupational Safety and Health Administration (OSHA) regulations.



7.1.2 SOIL FILL

Soil fill from both on-site and off-site sources that are proposed for use as embankment and select soil fill should meet the criteria provided below:

- Maximum liquid limit of 40
- Maximum plasticity index value of 20
- Minimum dry density of 100 pcf
- Free of large rock fragments (greater than 3 inches in diameter) and organic materials (less than 5 percent by weight)

Additionally, we recommend that select fill consists of granular soils (i.e., gravel or sand) or gravelly lean clay. Laboratory testing should be performed to confirm a minimum CBR value of at least 5 for select fill prior to use.

We recommend the following procedures for placing engineered soil fill:

- Soil fill should be placed in lifts of uniform thickness. The loose lift thickness should not exceed that which can be properly compacted throughout its entire depth with the equipment available, usually no more than 8 inches for clay and silts and no more than 10 inches for granular soils for area fills. In confined areas such as utility trenches, lift thicknesses of 3 to 4 inches may be required to achieve the recommended degree of compaction.
- Cohesive soil fills placed in structural areas should be compacted to at least 95 percent of the standard Proctor maximum dry density (ASTM D698), except for the upper 12 inches, which should be compacted to an average of 97 percent with no single test being below 95 percent. Additionally, the compacted fill should be stable under the moving load of a loaded tandem-axle dump truck.
- Density tests should be performed at a frequency of no less than one test per 3,000 square yards for pavement areas for each fill layer placed, with a minimum of two tests per one-foot-thick fill layer. For utility trenches, one density test should be performed every 50 linear feet for each one-foot-thick fill layer placed, with a minimum of two tests per one-foot-thick fill layer. Any areas not meeting the recommended compaction should be reworked and recompacted to achieve compliance. The recommended test frequencies are for preliminary planning and should be adjusted in the field to account for material variability, rate of placement, weather, and other factors.
- The soils should be placed near (within two percent of) the optimum water content (ASTM D698). Aeration (i.e., drying) is often necessary to bring fill materials to the required water content during wet and rainy periods. During dry periods, water may need to be added to achieve the proper water content for compaction. Clayey and silty soils may require aeration prior to compaction, even during dry periods. The water content testing performed during this exploration suggests some of the on-site soils are above the optimum water contents.

7.2 GENERAL EARTHWORK CONSIDERATIONS

During all earthwork operations, positive surface drainage should be maintained to prevent water from ponding on the surface. The exposed subgrade may be rolled with a rubber-tired or steel drummed roller



to improve surface run-off if precipitation is expected. A qualified geotechnical engineer should be consulted if the subgrade soils become excessively wet, dry, or frozen. Erosion control matting and seeding should be placed on slopes immediately upon completion to avoid excessive gullying.

7.3 GROUNDWATER CONTROL RECOMMENDATIONS

Groundwater was not encountered during our exploration. Perched groundwater conditions may exist between our boring locations. If water-bearing strata are exposed in excavations, the magnitude and seepage will vary. We anticipate in most cases, depending on seasonal conditions, any seepage encountered can be handled by conventional dewatering methods (i.e., pumping from small sumps near the source or in collector areas). If larger quantities of groundwater are encountered or silting of the sump occurs, the geotechnical engineer should be contacted.



8.0 QUALIFICATIONS OF RECOMMENDATIONS

The recommendations provided herein were developed in part using the subsurface information obtained from the borings advanced at the site. Borings depict the soil conditions only at the specific location and time at which they were made. The soil conditions at other locations on the site or at other times may differ from those occurring at the boring locations.

The scope of this geotechnical exploration did not include assessment or exploration for the presence or absence of hazardous or toxic materials in the soil, rock, groundwater, surface water, or air within or beyond the site. Any statements in this report or indicated on the test boring logs regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of Athena's client.

Athena's professional services were performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. Athena is not responsible for the conclusions, opinions, or recommendations made by others based upon the data included herein.

Athena's services include retaining the soil samples obtained during this study for 30 days after report submittal. Further storage or transfer of the samples can be made at the Client's expense upon a written request.



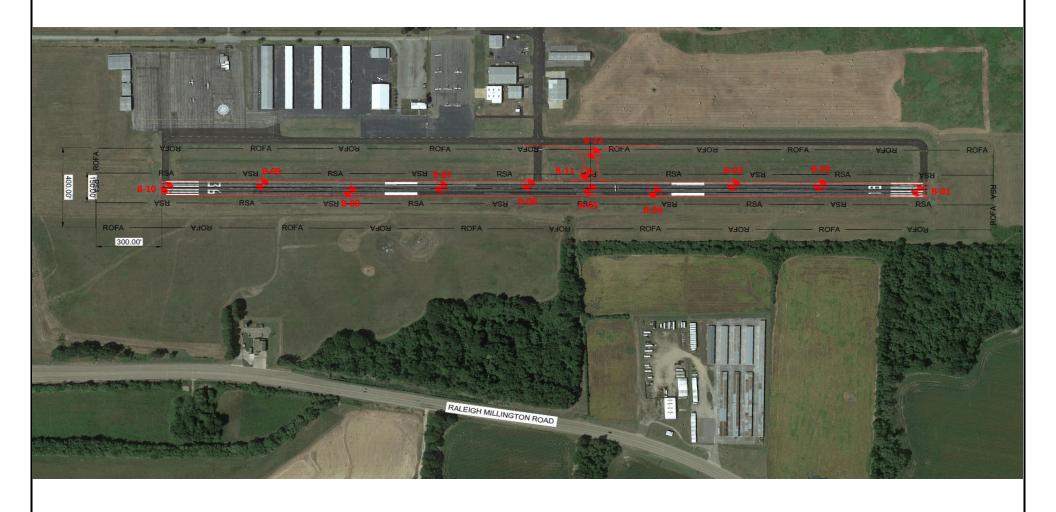
APPENDIX A

FIGURES

N
NOT TO SCALE

JOB NO.: 100-23-0004		Sita Lagation Man	LEGEND	
CLIENT: Garver		Site Location Map		
CLIENT ADDRESS:		2M8 Pavement Improvements		
6831 Crumpler Blvd, Suite 101				
Olive Branch, MS 38654		Millington, Tennessee		
DATE: 6/9/2023	DRAWN BY: K. Andrus	REVIEWED BY: D. Hodnett	Approximate Project Location	





>	Z

CLIENT: Garver
CLIENT ADDRESS:
6831 Crumpler Blvd, Suite 101
Olive Branch, MS 38654

JOB NO.: 100-23-0004

Boring Location Plan

2M8 Pavement Improvements **MSCAA Charles Baker Airport** Millington, Tennessee

REVIEWED BY: D. Hodnett



LEGEND





APPENDIX B

FIELD TESTING PROCEDURES
FIELD CLASSIFICATION SYSTEM
SOIL CLASSIFICATION CHART
PAVEMENT CORE LOGS
BORING LOGS

FIELD TESTING PROCEDURES

Drilling, sampling, and testing were conducted in general accordance with methods of the American Society for Testing and Materials (ASTM) or other widely-accepted geotechnical engineering standards. Descriptions of the procedures used during this exploration are provided below.

BORING LOCATIONS AND ELEVATIONS

The approximate boring locations were selected by Athena and approved by our client prior to beginning our exploration. We located the exploration locations on the Exploration Location Plan by estimating distances and angles relative to on-site features. Surveying of boring and test pit coordinates was beyond the scope of our exploration and was performed by others. We estimate the ground surface elevations at each boring location using the provided site plan topographic information.

DYNAMIC CONE PENETROMETER TESTING ASTM D6951

Dynamic Cone Penetrometer (DCP) testing is performed by driving the DCP conical point into the undisturbed subgrade by lifting the 10.1-pound sliding hammer to the handle then releasing it. The total penetration for a given number of blows is measured and recorded in mm/blow, which is used to evaluate stiffness and estimate an in situ CBR strength form appropriate correlations.

TEST BORINGS ASTM D 1586

Test Borings were advanced using auger drilling techniques. At regular intervals, soil samples were obtained with a standard 1.4-inch I.D., 2.0-inch O.D., split-barrel sampler. The sampler was initially seated 6 inches to penetrate any loose cuttings and then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot is the standard penetration resistance. Standard penetration resistance, when properly evaluated, is an index to the soil's strength and density. The criteria used during this exploration are presented on the Field Classification System sheet in this appendix.

BORING LOGS

The soil samples obtained during the drilling were visually classified using the Unified Soil Classification System (USCS) as a guide (reference Soil Classification Chart in Appendix B). The Boring Logs in Appendix B provide the soil descriptions and represent our interpretation of the conditions encountered at each boring location. The depths indicated on the boring records represent the approximate boundaries between material types, but these transitions may be gradual. The Boring logs were prepared based on the field logs and review of the laboratory classification test results. The USCS designations indicated on the boring logs are based on visual-manual evaluation of the samples unless otherwise defined by laboratory testing.

FIELD CLASSIFICATION SYSTEM

Sands and Gravels

No. of Blows	Relative Density			
0-5	Very Loose			
6-10	Loose			
11-30	Medium dense			
31-50	Dense			
51+	Very Dense			

Silts and Clays

No. of Blows	Relative Consistency			
0-2	Very Soft			
3-4	Soft			
5-9	Firm			
10-15	Stiff			
16-30	Very Stiff			
31+	Hard			

Particle Size Identification

Boulders:	8-inch diameter or larger		
Cobbles:	3- to 8-inch diameter		
Gravel:			
Coarse:	1- to 3-inch		
Medium:	0.50- to 1-inch		
Fine:	0.25- to 0.50-inch		
Sand:			
Coarse:	2.00-mm to 0.25-inch		
	(diameter of pencil lead)		
Medium:	0.074-mm to 2.00-mm		
	(diameter of broom straw)		
Fine:	0.042-mm to 0.074-mm		
	(diameter of human hair)		
Silt:	0.002-mm to 0.042-mm		
	(Cannot see particles)		
Clay:	<0.002-mm		

Relative Proportions

Descriptive Term	Percent
Trace	1-10
Little	11-20
Some	21-35
And	36-50

Relative Quality of Rock Cores

Quality	RQD
Very Poor	0-25%
Poor	25-50%
Fair	50-75%
Good	75-90%
Excellent	90-100%

 $\mbox{RQD = } \frac{\mbox{Total length of core recovered in pieces 4 inches long or longer x } 100\% \\ \mbox{Total length of core run}$

Rock Hardness

Very Soft	Rock disintegrates or easily compresses to touch; can be hard to very hard soil				
Soft	Rock is coherent but breaks easily to thumb pressure at sharp edges and crumbles with firm				
	hand pressure				
Moderately	Small pieces can be broken off along sharp edges by considerable hard thumb pressure; can be				
Hard	broken by light hammer blows				
Hard	Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows				
Very Hard	Rock can be broken by heavy hammer blows				

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS		SYMBOLS		TYPICAL	
			GRAPH	LETTER	DESCRIPTIONS
	GRAVEL AND	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	GRAVELLY SOILS	(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
COARSE GRAINED SOILS	MORE THAN 50% OF COARSE	GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
	FRACTION RETAINED ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS	SAND AND	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
LARGER THAN NO. 200 SIEVE SIZE	SANDY SOILS	(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION	SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
	PASSING ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		sc	CLAYEY SANDS, SAND - CLAY MIXTURES
				ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
OOILO				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE	OF MATERIAL IS SMALLER THAN NO. 200 SIEVE			МН	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		СН	INORGANIC CLAYS OF HIGH PLASTICITY
				ОН	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HI	HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS



Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver

Asphalt Thickness: 6½"

Boring No.: B-01

Logged By: J. Benoit Date: 4/3/2023

Boring Location: See Location Plan

Base Thickness: 16"





Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver

Asphalt Thickness: 71/4"

Boring No.: B-02

Logged By: J. Benoit Date: 4/3/2023

Boring Location: See Location Plan

Base Thickness: 12"





Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver

Asphalt Thickness: 7½"

Boring No.: B-03 Logged By: J. Benoit

Date: 4/3/2023

Boring Location: See Location Plan

Base Thickness: 12"





Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver

Asphalt Thickness: 8"

Boring No.: B-04
Logged By: J. Benoit

Date: 4/3/2023
Boring Location: See Location Plan

Base Thickness: 12"





See Location Plan

Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver

Asphalt Thickness: 10"

Boring No.: B-05 Logged By: J. Benoit

Date: 4/3/2023

Base Thickness: 6"

Boring Location:





Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver

Asphalt Thickness: 8"

Boring No.: B-06
Logged By: J. Benoit

Date: 4/3/2023

Boring Location: See Location Plan

Base Thickness: 19"





Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver

Asphalt Thickness: 8"

Boring No.: B-07
Logged By: J. Benoit
Date: 4/3/2023

Boring Location: See Location Plan

Base Thickness: 6"





Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver

Asphalt Thickness: 7½" Boring No.: B-08 Logged By: J. Benoit Date: 4/3/2023

Boring Location: See Location Plan

Base Thickness: 14"





Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004

Client: Garver Asphalt Thickness: 6½"

Boring No.: B-09
Logged By: J. Benoit
Date: 4/4/2023

Boring Location: See Location Plan

Base Thickness: 19"





Project: 2M8 Pavement Improvement

Site Location: Charles Baker Airport

Project No.: 100-23-0004 Client: Garver

7" Asphalt Thickness:

Boring No.: B-10 Logged By: J. Benoit Date: 4/4/2023

Boring Location: See Location Plan

14" Base Thickness:



Pavement Lift Thickness Summary



Project: 2M8 Pavement Improvement Client: Garver

Site Location: Charles Baker Airport Project No.: 100-23-0004

Boring No.	Lift 1	Lift 2	Lift 3	Lift 4	Total Thickness
B-01	1½"	2"	3"	N/A	6½"
B-02	1½"	1½"	4¼"	N/A	7¼"
B-03	1½"	1½"	4½"	N/A	7½"
B-04	2"	1½"	2¼"	2¼"	8"
B-05	1¼"	1½"	4½"	2¼"	10"
B-06	1½"	2"	1½"	3"	8"
B-07	1½"	1½"	2"	2"	8"
B-08	1½"	1½"	1½"	3"	7½"
B-09	2"	1½"	1½"	1½"	6½"
B-10	2"	1"	4"	N/A	7"

^{*}All lift thickness measurements are approximate; based on core photos.



Logged By:

JRB

concrete.

BORING NO. B-01

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 244.0 Location: 35.283706, -89.930967 MATERIAL DESCRIPTION	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		SANDY GRAVEL (GP), dark brown, medium dense, wet (Basestone FILL)	1.9	83		13-6-5	11		14.5			
- 4 - 	-			39		2-4-2	6	3.25				
	-			89		WoH- WoH- WoH	0	1.5	27.8	29	24	5
	-	SILT (ML), with clay, gray with black and brown streaking, soft, moist	0.0	100		1-1-3	4	3				
Date Date	pletior Starte Comped By:		/4" HS ounter	A. AW ed wit	/J spl :hin tl	it-spoon he depth	sam of e	ipling xcava	g. No ation.	. Bor	ing	

backfilled with auger cuttings and patched with quick-setting



BORING NO. B-02

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 244.0 Location: 35.282494, -89.931164 MATERIAL DESCRIPTION	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		ASPHALT (7.25 inches)										
	_	3.5		56		5-8-6	14	4.5+				
- 4 - 		SILT (ML), with small black nodules, orangish-brown with tan mottling, firm, moist		100		2-3-4	7	3.25	22.1			
	-			100		2-3-3	6	1.75				
- 8 -	_											
		10.0 BORING TERMINATED AT 10 FBGS		100		1-1-2	3	1.5	30.0			
	pletion	Depth (ft.): 10.0 Remarks: Track-mou	nted	Geo	prob	e 7822D	T dril	l ria v	w/			

Completion Depth (ft.): 10.0
Date Started: 4/3/23
Date Completed: 4/3/23
Drilled By: Athena
Logged By: JRB



BORING NO. B-03

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet Graphic Log	Approx. Surface El. (feet, MSL): 243.0 Location: 35.281408, -89.931267 MATERIAL DESCRIPTION	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
	ASPHALT (7.5 inches) 0.6 SANDY GRAVEL (GP), dark brown, medium dense, wet (Basestone FILL)										
	SILT (ML), with clay, trace gravel, sulfur odor, gray to dark gray, very stiff, moist		100		3-16-13	29	3.0	22.6			
- 4 -	SILT (ML), gray, firm, moist		72		7-4-1	5	4.25		NP	NP	NP
	6.0_ SILT (ML), with clay, gray, soft to firm, moist										
			100		1-1-2	3	2.0	24.9			
- 8 -			100		2-3-3	6	2.0				
	BORING TERMINATED AT 10 FBGS	/ \	,								
12	Depth (ft.): 10.0 Remarks: Track-mou	Inted	l Geo	prob	e 7822D	T dril	l ria y	w/			

Completion Depth (ft.): 10.0
Date Started: 4/3/23
Date Completed: 4/3/23
Drilled By: Athena
Logged By: JRB



BORING NO. B-04

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

	4.5+	12	6-7-5	100	
25.4	2.5	6	2-1-5	100	
	1.5	3	1-1-2	100	
31.7	1.5	3	1-1-2	100	
31.7				<u>\</u>	

Completion Depth (ft.): 10.0
Date Started: 4/3/23
Date Completed: 4/3/23
Drilled By: Athena
Logged By: JRB



BORING NO. B-05

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 243.0 Location: 35.279606, -89.931353 MATERIAL DESCRIPTION	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		ASPHALT (10 inches) SANDY GRAVEL (GP), dark brown, medium dense, moist (Basestone FILL) SILT (ML), gray, very stiff, moist		94		10-8-9	17	4.5+	20.0			
4 -		3.t SILTY LEAN CLAY (CL-ML), with oxide nodules in upper portion of interval, gray, firm to soft, moist		100		5-3-4	7	4.25		29	22	7
				100		WoH-2-2	4	1.25	29.7			
8 -		SILT (ML), with clay, orangish-brown with gray mottling, firm, moist 10.0 BORING TERMINATED AT 10 FBGS		100		WoH-1-4	5	1.0				
- 12		Depth (ft.): 10.0 Remarks: Track-mo										

Completion Depth (ft.): 10.0
Date Started: 4/3/23
Date Completed: 4/3/23
Drilled By: Athena
Logged By: JRB



BORING NO. B-06

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 243.0 Location: 35.278844, -89.931511	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
_		MATERIAL DESCRIPTION ASPHALT (8.0 inches)							X			
_				100		3-3-4	7	2.5				
1 –		SILT (ML), with oxide nodules, gray, firm, moist		72		4-4-3	7	4.5	18.8			
_	-	6.0_ SILT (ML), with clay, gray, very soft, moist		100		WoH-1-1	2	2.0				
-		SILT (ML), with clay, trace oxide nodules, orangish brown with gray mottling, firm, moist		100		2-2-4	6	2.5	25.9			
_		BORING TERMINATED AT 10 FBGS										

Date Started:
Date Completed:
Drilled By:
Logged By:

10.0 4/3/23 4/3/23 Athena JRB



Logged By:

JRB

concrete.

BORING NO. B-07

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 243.0 Location: 35.277747, -89.931569 MATERIAL DESCRIPTION	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		ASPHALT (8.0 inches) O.7 SANDY GRAVEL (GP), dark brown, medium dense, moist (Basestone FILL) SILT (ML), gray, stiff, moist		78		6-6-9	15	4.5	14.6			
- 4 - 				83		WoH-1-1	2	1.0				
				100		1-1-2	3	1.25	30.0			
		SILT (ML), with clay, with oxide nodules, orangish-brown with gray mottling, firm, moist 10.0 BORING TERMINATED AT 10 FBGS		100		1-2-3	5	1.75				
Date Date	pletion Starte Comp d By:		" HS/ ntere	A. AW ed wit	/J sp hin t	lit-spoon he depth	san of e	ipling xcava	j. No ation.			

backfilled with auger cuttings and patched with quick-setting



Logged By:

JRB

concrete.

BORING NO. B-08

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 24 Location: 35.276603, -89.931597 MATERIAL DESCRIPTIO ASPHALT (7.5 inches)		Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		SANDY GRAVEL (GP), dark brown, medi moist (Basestone FILL) SILT (ML), gray, stiff, moist	0.6 ium dense,		83		8-6-5	11	3.5				
- 4 - 		LEAN CLAY (CL), with oxide nodules, ora with gray mottling, firm to soft, moist	3.5 angish-brown		100		1-2-3	5	3.25	27.0	39	23	16
					100		2-2-4	6	2.5				
		BORING TERMINATED AT 10 FBGS	10.0		100		1-2-2	4	2.0	31.0			
Date Date	pletion Starte Comp	leted: 4/3/23 grour	ks: Track-mour hammer. 3-1/4" ndwater encoun illed with auger	HS <i>A</i> tere	A. AW d wit	/J spl hin th	it-spoon ne depth	san of e	npling xcava	g. No ation.	Bor	ing	

backfilled with auger cuttings and patched with quick-setting



BORING NO. B-09

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 243.0 Location: 35.275508, -89.931825 MATERIAL DESCRIPTION	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		ASPHALT (6.5 inches)							1			
		SILT (ML), gray, firm, moist		72		3-4-3	7	2.25	17.5			
- 4 -		3.5 SILT (ML), with clay, with oxide nodules, orangish-brown with gray mottling, firm to soft, moist to very moist		100		1-3-3	6	3.0				
8 -				94		1-2-3	5	2.0	28.3			
_		10.0		100		1-2-2	4	1.75				
		BORING TERMINATED AT 10 FBGS		Y								
-12	nloti	Depth (ft.): 10.0 Remarks: Track-mou	ntoc	l Goo	nrah	o 7833D-	T 45:1	l ric :	Asl			

Completion Depth (ft.): 10.0
Date Started: 4/4/23
Date Completed: 4/4/23
Drilled By: Athena
Logged By: JRB



BORING NO. B-10

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 242.0 Location: 35.274311, -89.931875 MATERIAL DESCRIPTION	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		ASPHALT (7.0 inches)		100		8-7-3	10	3.5				
- 4 -				100		1-1-2	3	2.25	27.7	32	21	11
				0		WoH- WoH- WoH	0					
		SILT (ML), with clay, with oxide nodules, orangish-brown with gray mottling, soft, very moist 10.0 BORING TERMINATED AT 10 FBGS		100		1-1-2	3	1.0	31.4			
	pletion	Depth (ft.): 10.0 Remarks: Track-mou	nted	Geo	prob	e 7822D	T dril	Il rig v	w/			

Date Started: 4/4/23
Date Completed: 4/4/23
Drilled By: Athena
Logged By: JRB



BORING NO. B-11

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

Depth, feet	Graphic Log	Approx. Surface El. (feet, MSL): 242.0 Location: 35.279586, -89.931622 MATERIAL DESCRIPTION	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
	<u>3</u> 1/2 . 31	SILT (ML), with oxide nodules, light brown, stiff, moist		89		7-6-4	10	4.25	21.6	NP	NP	NP
- 4 - - 4 -		SILT (ML), with clay, light brown, very soft, very moist		100		WoH- WoH-1	1	1.75	31.3			
		SILT (ML), with oxide nodules, orangish-brown with gray mottling, soft, moist		100		2-1-3	4	2.0	29.4			
		10.0 BORING TERMINATED AT 10 FBGS		100		1-1-3	4	2.0				
-12 Com	pletion	Depth (ft.): 10.0 Remarks: Track-mou	nted	Geo	prob	e 7822D	T dril	I rig	w/			

Completion Depth (ft.): 10.0
Date Started: 4/4/23
Date Completed: 4/4/23
Drilled By: Athena
Logged By: JRB



BORING NO. B-12

PROJECT NAME: 2M8 Pavement Improvements

LOCATION: Charles Baker Airport - Millington, TN

PROJECT NO.: 100-23-0004

Sheet 1 of 1

	l .		<u></u>				st)	(%			×
Depth, feet Graphic Log	Approx. Surface El. (feet, MSL): 241.0 Location: 35.279686, -89.931967	Samples	Recovery (%)	RQD (%)	SPT Values	N-Value	Pocket Pen (tsf)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
	MATERIAL DESCRIPTION		ř		S		Poc	Vate	_	<u>a</u>	8
	TOPSOIL (2 inches) 0.2 SANDY GRAVEL (GP), orange and light brown, loose, 0.4 moist (FILL) / LEAN CLAY (CL), light brown with gray mottling, stiff to soft, moist							_>_			
			89		2-7-7	14					
- 4 -			100		1-2-2	4	2.0	27.7	39	21	18
	G.0 SILT (ML), with clay, with oxide nodules, orangish-brown with gray mottling, soft, very moist		100		2-1-2	3	1.5				
- 8 -	10.0 BORING TERMINATED AT 10 FBGS		100		1-1-3	4	1.5	28.6			
	Depth (ft.): 10.0 Remarks: Track-mou	unto d	Coo	nrok	o 7022D.	T «!:	l pia				

Completion Depth (ft.): 10.0
Date Started: 4/4/23
Date Completed: 4/4/23
Drilled By: Athena
Logged By: JRB

Report of Geotechnical Exploration 2M8 Pavement Improvements Charles Baker Airport - Millington, Tennessee Athena Project No. 100-23-0004 June 9, 2023



APPENDIX C

DCP TEST RESULTS

B-02

Project: <u>2M8 Pavement Improvements</u>

Location: Charles Baker Airport

Date: 4/3/2023

Soil Type(s): Silt (ML)

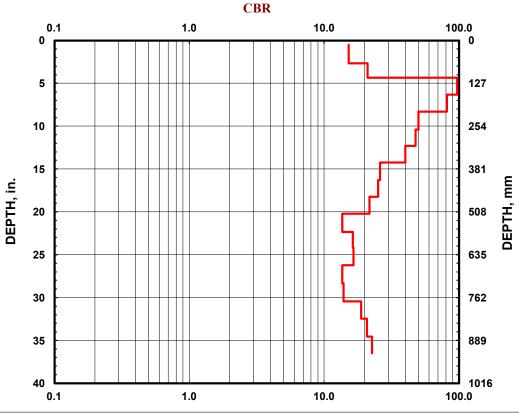
Soil Type -O CH O CL

All other soils

Hammer

10.1 lbs.
17.6 lbs.
Both hammers used

No. of	Accumulative	Type of
Blows	Penetration	Hammer
	(mm)	
0	12	2
8	68	2
8	110	2
38	161	2
32	211	2
22	264	2
19	312	2
17	362	2
12	414	2
11	463	2
10	514	2
7	568	2
7	614	2
8	666	2
7	720	2
7	773	2
9	825	2
10	878	2
10	927	2
		2



B-03

Project: <u>2M8 Pavement Improvements</u>

Location: Charles Baker Airport

Date: 4/3/2023

Soil Type(s): Silt (ML)

Hammer

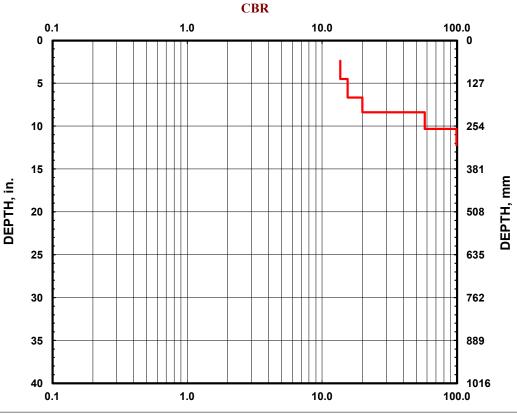
10.1 lbs.

17.6 lbs.

Both hammers used

Soil Type
O CH
O CL
O All other soils

0. [.]		Type of Hammer	Accumulative Penetration (mm)	No. of Blows
ŀ		2	60	0
5		2	114	7
ĭ		2	169	8
ŀ		2	213	8
10		2	262	23
ŀ		2	303	53
15		2	310	20
ļ	<u>.</u> :	2		
	DEPTH, in	2		
20	PT	2		
[DE	2		
25		2		
ŀ		2		
30		2		
		2		
		2		
35		2		
ļ		2		
₄₀ [2		
0.			<u> </u>	~~~~~~~~~~~~~~~~~



B-04

Project: <u>2M8 Pavement Improvements</u>

Location: Charles Baker Airport

Date: 4/3/2023

Soil Type(s): Silt (ML)

Hammer

10.1 lbs.

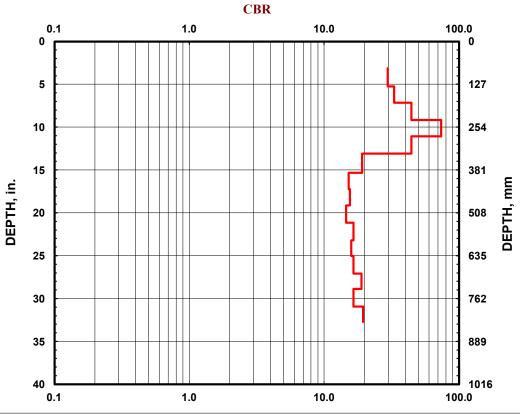
17.6 lbs.

Both hammers used

Soil Type C

All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
_		_
0	79	2
14	133	2
14	182	2
19	233	2
28	281	2
19	332	2
10	389	2
7	438	2
7	486	2
7	537	2
8	589	2
7	636	2
8	688	2
8	734	2
8	786	2
8	831	2
		2
		2



B-06

Project: 2M8 Pavement Improvements

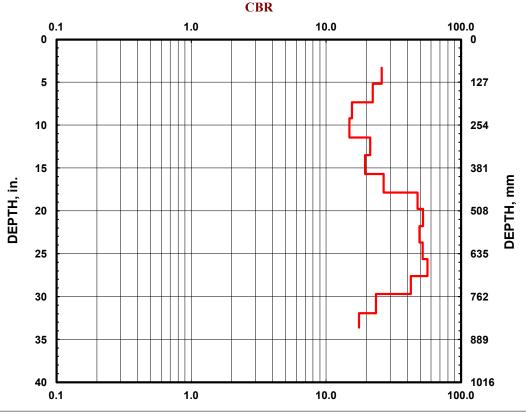
Location: **Charles Baker Airport**

Date: 4/3/2023

Soil Type(s): Silt (ML)

Hammer 10.1 lbs. 17.6 lbs. O Both hammers used Soil Type O CH O CL All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	83	2
11	131	2
11	186	2
7	234	2
8	291	2
10	343	2
10	399	2
13	454	2
19	502	2
22	553	2
20	602	2
21	651	2
23	701	2
19	754	2
12	811	2
7	854	2
****		2
		2
		2
		2
		2



B-09

Project: <u>2M8 Pavement Improvements</u>

Location: Charles Baker Airport

Date: 4/4/2023

es Baker Airport Soil Type(s): Silt (ML)

Hammer

10.1 lbs.

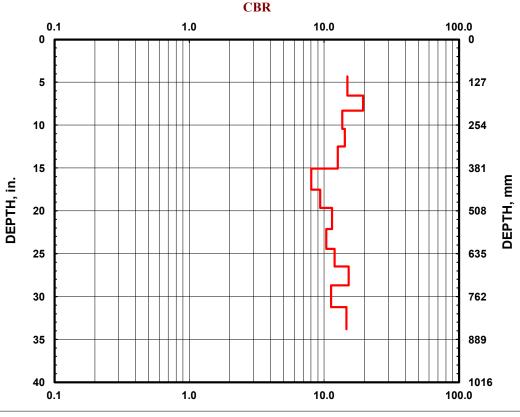
17.6 lbs.

Both hammers used

Soil Type — O CH O CL

All other soils

No. of Blows	Accumulative Penetration	Type of Hammer
	(mm)	
0	109	2
8	166	2
8	211	2
7	265	2
7	317	2
8	383	2
5	445	2
5	499	2
7	562	2
6	621	2
6	673	2
8	729	2
7	793	2
9	858	2
		2
		2
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B-11

Project: <u>2M8 Pavement Improvements</u>

Location: Charles Baker Airport

Date: 4/4/2023

Soil Type(s): Silt (ML)

Hammer

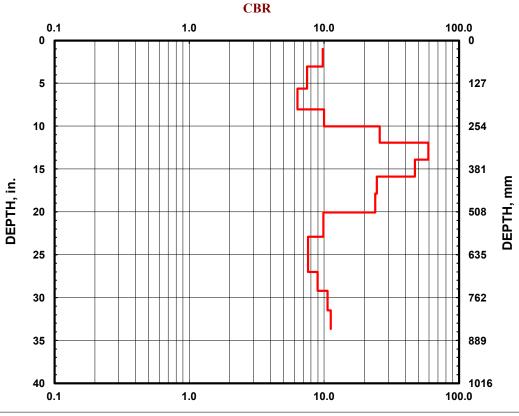
10.1 lbs.

17.6 lbs.

Both hammers used

Soil Type
CH
CL
All other soils

No. of	Accumulative	Type of
Blows	Penetration	Hammer
	(mm)	
0	25	2
5	77	2
5	143	2
4	204	2
5	255	2
11	303	2
24	353	2
20	404	2
11	454	2
12	510	2
7	582	2
4	634	2
4	686	2
5	742	2
6	800	2
6	855	2
		2
	Anna Anna Anna Anna Anna Anna Anna Anna	2
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B-12

Project: <u>2M8 Pavement Improvements</u>

O Both hammers used

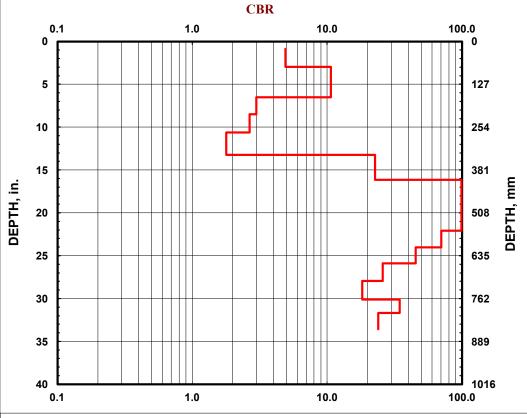
**Location:** Charles Baker Airport

Date: 4/4/2023

Soil Type(s): Low plasticity Clay with CBR<10

Soil Type
CH
CL
All other soils

No. of Blows	Accumulative Penetration	Type of Hammer
	(mm)	
0	22	2
4	75	2
4	111	2
6	165	2
3	216	2
3	270	2
3	336	2
12	410	2
24	459	2
26	510	2
30	561	2
14	610	2
11	658	2
9	710	2
8	765	2
8	805	2
8	853	2
		2
		2
		2



Report of Geotechnical Exploration 2M8 Pavement Improvements Charles Baker Airport - Millington, Tennessee Athena Project No. 100-23-0004 June 9, 2023



# APPENDIX D

LABORATORY TEST RESULTS



350 Cal Batsel Road Bowling Green, KY 42101 Phone: (615) 255-9702

### GRAIN SIZE DISTRIBUTION ASTM D6913 - COARSE GRAIN SIZE ASTM D7928 - FINE GRAIN SIZE

CLIENT: Garver PROJECT NAME: 2M8 Pavement Improvements **PROJECT NUMBER** 100-23-0004 PROJECT LOCATION: Charles Baker Airport - Millington, TN SOIL DESCRIPTION: U.S. SIEVE OPENING IN INCHES U.S. SIEVE NUMBERS **HYDROMETER** 100 140 200 100 95 90 85 80 75 PERCENT FINER BY WEIGHT 70 65 60 55 50 45 40 35 30 25 20 15 10 5 100 10 0.1 0.01 0.001 GRAIN SIZE IN MILLIMETERS **GRAVEL** SAND **COBBLES** SILT OR CLAY coarse fine coarse medium fine Specimen Identification Spec. Grav. LL PLы Cu Classification Cc B-01, 6' SILT(ML) 29 24 5  $\blacksquare$ B-03, 3.5' SILT(ML) NP NP NP SILTY CLAY(CL-ML) 29 B-05, 3.5' 22 7 lack* 39 B-08, 3.5' LEAN CLAY(CL) 23 16 LEAN CLAY(CL)  $\odot$ B-10, 3.5' 32 21 11  $D_{30}$ Specimen Identification  $D_{10}$ %Gravel %Sand %Silts %Clays  $D_{100}$  $D_{60}$ 3.2 95.9 B-01, 6' 9.5 0.9 4.7 B-03. 3.5' 4.75 0.0 95.3 7.2 92.8 2 lackB-05, 3.5' 0.0 4.75 5.0 95.0 B-08, 3.5' 0.0 97.1 • 2 2.9 B-10, 3.5' 0.0 **TESTED BY**: S. Krikorian **TEST DATE**: 4/21/2023 **REVIEWED BY:** K. Andrus **DATE**: 4/24/2023



350 Cal Batsel Road Bowling Green, KY 42101 Phone: (615) 255-9702

### GRAIN SIZE DISTRIBUTION ASTM D6913 - COARSE GRAIN SIZE ASTM D7928 - FINE GRAIN SIZE

CL	IENT:	_Ga	arver													P	RO.	JEC	T N	AME	: _2	2M8	Pav	vem	ent	Improv	/em	ents					_
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so	IL DE	SCR	IPTIO	N:																													_
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×			3.5'									L	EAN (	CLAY(	(CL)											39		21		18			_
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	B-1					4.75												0.				4.0				9	96.0						
×	B-1	2,	3.5'				4.7	5														0.	0			4.8				9	95.2		
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350 Cal Batsel Road Bowling Green, KY 42101 Phone: (615) 255-9702

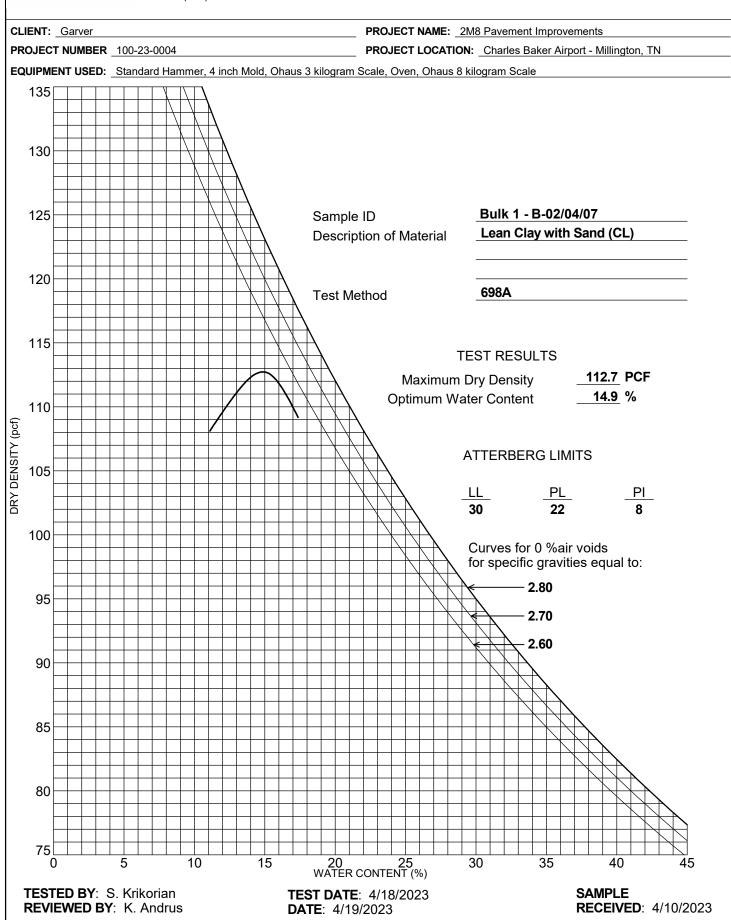
### GRAIN SIZE DISTRIBUTION ASTM D6913 - COARSE GRAIN SIZE ASTM D7928 - FINE GRAIN SIZE

CLIENT: Garver PROJECT NAME: 2M8 Pavement Improvements PROJECT NUMBER 100-23-0004 PROJECT LOCATION: Charles Baker Airport - Millington, TN SOIL DESCRIPTION: U.S. SIEVE OPENING IN INCHES U.S. SIEVE NUMBERS **HYDROMETER** 30 40 50 60 100 140 200 1/23/8 810 14 16 20 100 95 90 85 80 75 PERCENT FINER BY WEIGHT 70 65 60 55 50 45 40 35 30 25 20 15 10 5 100 10 0.1 0.01 0.001 GRAIN SIZE IN MILLIMETERS **GRAVEL** SAND **COBBLES** SILT OR CLAY coarse fine coarse medium fine Specimen Identification Spec. Grav. LL PL ы Сс Cu Classification Bulk 1 B-02/04/07 LEAN CLAY with SAND(CL) 30 22 8 Bulk 2 B-11/12 LEAN CLAY with SAND(CL) 34 22 12 D_{60_} Specimen Identification  $D_{100}$  $D_{10}$ %Gravel %Sand %Silts %Clays  $D_{30}$ 16.0 76.9 Bulk 1 B-02/04/07 37.5 7.1 12.7 79.8 Bulk 2 B-11/12 37.5 7.5 **REVIEWED BY: K. Andrus TESTED BY:** S. Krikorian **TEST DATE**: 4/21/2023 **DATE**: 4/24/2023

# ATHENA [formerly KS Ware & Associates]

350 Cal Batsel Road Bowling Green, KY 42101 Phone: (615) 255-9702

### **STANDARD PROCTOR (ASTM D698)**





#### Report of California Bearing Ratio Test (ASTM D1883)

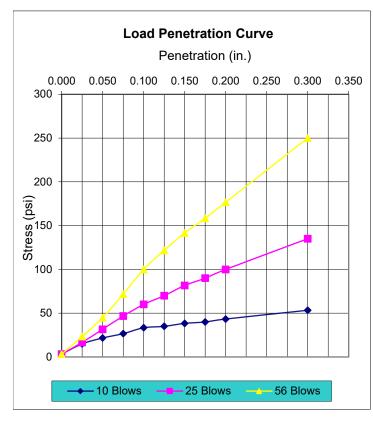
Project Name: Charles Baker Airport Proctor Type: Standard

Project Number: 100-23-0004 Maximum Dry Density: 112.7
Sample ID: Bulk 1 - B-2, B-4, B-7 Optimum Moisture: 14.9

Date Received: 4/20/2023

Sample Description: Lean Clay with Sand (CL)

Test		Pre-Test			Post-Test		CBR, %	Ó	Line	%
# Blows	DD	% Max	%m	DD	% Max	%m	0.1"	0.2"	Corr.	Swell
15	102.8	91.2	15.3	101.9	90.5	22.6	3.3	2.9	0	0.7199
30	107.9	95.8	15.6	103.5	91.9	22.0	6.0	6.7	0	0.9599
65	113.1	100.3	15.1	108.8	96.5	20.9	14.3	14.2	0.05	1.2435



16.0 14.0 12.0 10.0 % 8.0 CBR, 6.0 4.0 2.0 0.0 95 100 105 110 115 120 Molded Density, pcf

CBR* = 5

* for 95% max DD and 0.1 in. penetration

Submitted By: S. Krikorian
Reviewed By: K. Andrus

Date: 5/1/2023 Date: 5/2/2023



#### Report of California Bearing Ratio Test (ASTM D1883)

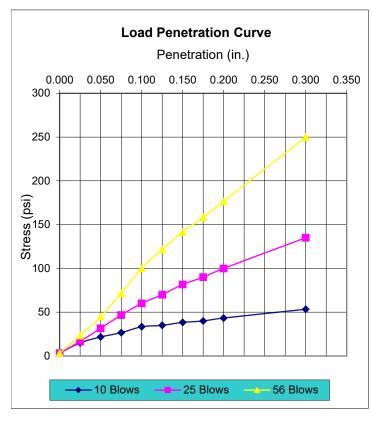
Project Name: Charles Baker Airport Proctor Type: Standard

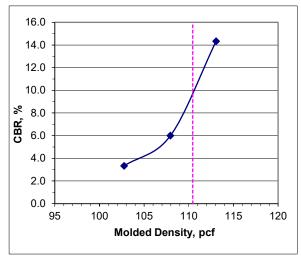
Project Number: 100-23-0004 Maximum Dry Density: 112.7
Sample ID: Bulk 1 - B-2, B-4, B-7 Optimum Moisture: 14.9

Date Received: 4/20/2023

Sample Description: Lean Clay with Sand (CL)

Test			Pre-Test			Post-Test		CBR, %	, 0	Line	%
# Blows	DD		% Max	%m	DD	% Max	%m	0.1"	0.2"	Corr.	Swell
15	10	2.8	91.2	15.3	101.9	90.5	22.6	3.3	2.9	0	0.7199
30	10	7.9	95.8	15.6	103.5	91.9	22.0	6.0	6.7	0	0.9599
65	11	3.1	100.3	15.1	108.8	96.5	20.9	14.3	14.2	0.05	1.2435





CBR* = 9.5

* for 98% max DD and 0.1 in. penetration

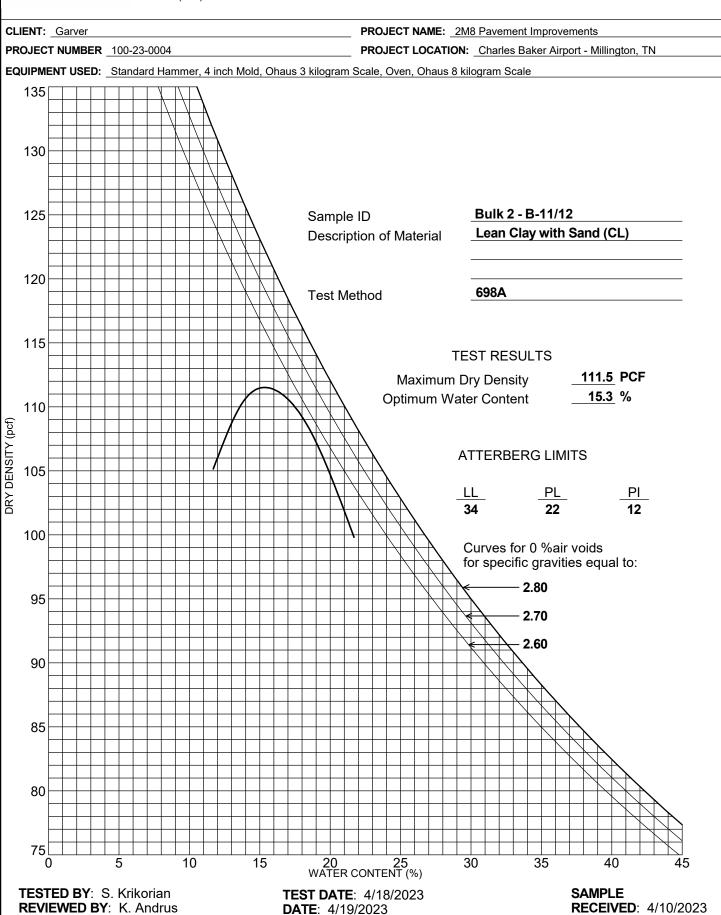
Date: 5/1/2023 Date: 5/2/2023

Submitted By: S. Krikorian
Reviewed By: K. Andrus

# ATHENA [formerly KS Ware & Associates]

350 Cal Batsel Road Bowling Green, KY 42101 Phone: (615) 255-9702

### **STANDARD PROCTOR (ASTM D698)**





#### Report of California Bearing Ratio Test (ASTM D1883)

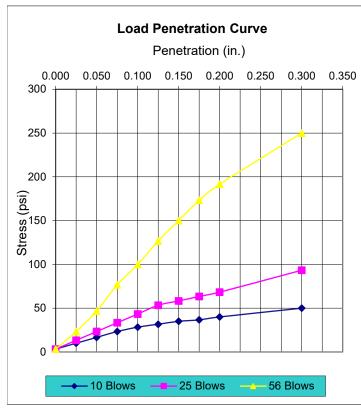
Project Name: Charles Baker Airport Proctor Type: Standard

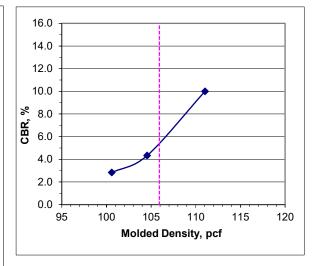
Project Number: 100-23-0004 Maximum Dry Density: 111.5
Sample ID: Density: 15.3

Date Received: 4/20/2023

Sample Description: Lean Clay with Sand (CL)

Test			Pre-Test			Post-Test		CBR, %	0	Line	%
# Blows	DD		% Max	%m	DD	% Max	%m	0.1"	0.2"	Corr.	Swell
15		100.6	90.2	15.7	99.1	88.9	25.2	2.8	2.7	0	1.2653
30		104.6	93.8	15.3	101.5	91.1	25.1	4.3	4.6	0	1.3743
65		111.0	99.6	15.2	108.2	97.0	21.2	10.0	12.8	0	1.2435





CBR* = 5.5

* for 95% max DD and 0.1 in. penetration

Submitted By: S. Krikorian
Reviewed By: K. Andrus

Date: 5/3/2023 Date: 5/4/2023



#### Report of California Bearing Ratio Test (ASTM D1883)

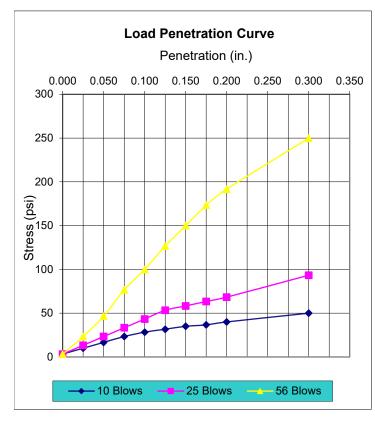
Project Name: Charles Baker Airport Proctor Type: Standard

Project Number: 100-23-0004 Maximum Dry Density: 111.5
Sample ID: Bulk 2 - B-11, B-12 Optimum Moisture: 15.3

Date Received: 4/20/2023

Sample Description: Lean Clay with Sand (CL)

Test			Pre-Test			Post-Test		CBR, %	0	Line	%
# Blows	DD		% Max	%m	DD	% Max	%m	0.1"	0.2"	Corr.	Swell
15		100.6	90.2	15.7	99.1	88.9	25.2	2.8	2.7	0	1.2653
30		104.6	93.8	15.3	101.5	91.1	25.1	4.3	4.6	0	1.3743
65		111.0	99.6	15.2	108.2	97.0	21.2	10.0	12.8	0	1.2435



16.0 14.0 12.0 10.0 % 8.0 CBR, 6.0 4.0 2.0 0.0 95 100 105 110 115 120 Molded Density, pcf

CBR* = 8.5

* for 98% max DD and 0.1 in. penetration

Date: 5/3/2023 Date: 5/4/2023



# Memphis-Shelby County Airport Authority COMPREHENSIVE STORM WATER POLLUTION PREVENTION PLAN

For Contractors Performing
Construction Activities at the
Memphis International Airport
Under Permits TNR10-0000 and TNR15-0091

### **Comprehensive Storm Water Pollution Prevention Plan**

**Appendix A: Figures** 

**Appendix B: Permit and Forms** 

Appendix C: Best Management Practices
Appendix D: Spill Response Notification
Appendix E: Site Specific Information

Prepared By: Lori Morris, P.E. Manager of Environmental Services, MSCAA

Version 5 June 2022

### **Comprehensive Storm Water Pollution Prevention Plan**

### **TABLE OF CONTENTS**

CERT	IFICATIO	ON PAGE	II
1.0	INTRO 1.1 1.2 1.3	DDUCTION  Construction Activities at MEMAreas Covered Under TNR15-0091  Tennessee General Permit for Construction Activities Requirements	1
2.0	ACQUI 2.1 2.2 2.3 2.4 2.5 2.6	IRING PERMIT COVERAGE AT MEM  Notice of Intent Storm Water Pollution Prevention Plan Permit Application Fees Notice of Coverage Notice of Termination Permitted Discharges	4 7 7 8
3.0	POLLU 3.1 3.2 3.3 3.4 3.5 3.6 3.7	Site Description  Description of Storm Water Runoff Controls  Construction Sequencing  Erosion Prevention and Sediment Controls  3.4.1 General Permit Requirements for Stabilization Practices  3.4.2 General Permit Requirements for Structural Practices  Storm Water Management  Other Items Needing Control  Best Management Practices	131516212223
4.0	INSPE 4.1 4.2 4.3 4.4 4.5 4.6	CTIONS Inspector Training and Certification Schedule of Inspections Inspection Items Schedule for Corrections Inspection Documentation Site Assessment	26 27 27 28
5.0	POLLU 5.1 5.1.2 5.2	Non-Storm Water Discharges Prohibited Discharges Description of the Support Areas 5.2.1 Soil Stockpiles 5.2.2 Construction Debris 5.2.3 Hauling 5.2.4 Construction Equipment Storage and Maintenance 5.2.5 Onsite Waste Disposal Systems, Sanitary Sewer, or Septic Systems	3031323232
6.0	SENSI 6.1	TIVE ENVIRONMENTAL FEATURES	

	6.2	Threatened and Endangered Species	. 34
	6.3	Total Maximum Daily Loads	. 34
	6.4	Discharges to Water with Unavailable Parameters or Exceptional Tennessee	
		Waters	
	6.5	Water Quality Riparian Buffer Zone Requirements for Discharges into Waters	
		With Unavailable Parameters or Exceptional Waters	. 37
7.0	SPILLS	S AND LEAKS	. 39
8.0	RISK I	DENTIFICATION AND SUMMARY OF POTENTIAL POLLUTANT SOURCES	. 41
	8.1	Construction Activity	. 41
	8.2	Spills and Leaks	
	8.3	Soil Stockpiles	
	8.4	Construction Debris	
	8.5	Hauling	
	8.6	Construction Equipment Storage and Maintenance	
	8.7	Onsite Waste Disposal	. 42
9.0	MANA	GEMENT OF POST-CONSTRUCTION RUNOFF	. 43
10.0	RECO	RD KEEPING AND INTERNAL REPORTING PROCEDURES	. 44
11.0	STOR	M WATER POLLUTION PREVENTION PLAN ADMINISTRATION	. 46
	11.1	Signature Requirements	
	11.2	Availability, State Review, and Modification of the SWPPP	. 47
	11.3	Storm Water Pollution Prevention Plan Update	. 47

### **Appendices**

Appendix A	Figures
Appendix B	Permit and Forms
Appendix C	Best Management Practices
Appendix D	Spill Response Notification
Appendix E	Site Specific Information

# COMPREHENSIVE STORM WATER POLLUTION PREVENTION PLAN CERTIFICATION PAGE

Name of Construction Project:

All Construction Projects at Memphis International Airport

(Oct. 2021 - Sept. 2026)

Location of Facility:

Vice-President, Operations

Memphis International Airport (MEM) 2491 Winchester Road, Suite 113 Memphis, Tennessee 38116-3856

#### **MANAGEMENT CERTIFICATION**

"I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16- 702(a)(4), this declaration is made under penalty of perjury."

Terry Blue Glyn 8, 2022 14:44 PDT)	Jun 8, 2022	
Signature: Mr. Terry Blue	Date	
Memphis-Shelby County Airport Authority		

### CONTRACTOR CERTIFICATION

"I certify under penalty of law that I have reviewed this document, any attachments, and the SWPPP referenced above. Based on my inquiry of the construction site owner/developer identified above and/or my inquiry of the person directly responsible for assembling this NOI and SWPPP, I believe the information submitted is accurate. I am aware that this NOI, if approved, makes the above-described construction activity subject to NPDES permit number TNR100000, and that certain of my activities on- site are thereby regulated. I am aware that there are significant penalties, including the possibility of fine and imprisonment for knowing violations, and for failure to comply with these permit requirements. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury."

Signature	Date
Printed Name	Title
Company Name	Phone Number
Company Address	

#### 1.0 INTRODUCTION

The State of Tennessee Department of Environment and Conservation (TDEC) has authorized the discharges of storm water from all construction sites at the Memphis International Airport (MEM) under the Tennessee General Permit Number TNR10-0000 and the MEM Permit Tracking Number TNR15-0091, provided that the permit provisions are adhered to and the State of Tennessee (the State) receives formal application 30 days before groundbreaking from the parties responsible for a construction project at MEM. Under TNR10-0000 and TNR15-0091, both the Memphis-Shelby County Airport Authority (MSCAA) and the contractors performing the construction activities are responsible for complying with the permits. MSCAA has developed this Comprehensive Storm Water Pollution Prevention Plan (SWPPP) to assist contractors in complying with the provisions of TNR10-0000 and TNR15-0091 and to coordinate the compliance responsibilities of the contractors and subcontractors engaged in construction activities on properties owned or managed by MSCAA.

MSCAA originally obtained permit coverage and prepared a SWPPP under TNR10-0000 in 2001. On June 16, 2005, MSCAA obtained coverage under a new general permit and prepared a revised SWPPP (Version 2) dated June 2006. On May 24, 2011, MSCAA obtained coverage under a new general permit and prepared a revised SWPPP (Version 3) dated November 2011. On October 1, 2016, MSCAA received automatic coverage under the general permit and has prepared this revised SWPPP (Version 4) dated February 2017. On October 1, 2021, MSCAA received automatic coverage under the new general permit and has prepared this revised SWPPP (Version 5) dated June 2022. This SWPPP must be updated no later than 12 months following any new permit effective date.

#### 1.1 Construction Activities at MEM

MEM is an onshore air transportation facility located in the south-central area of the City of Memphis, Tennessee. Construction of taxiways, runways, parking areas, and terminals is ongoing. MEM is a full-scale air transportation facility with tenants that provide commercial passenger and freight service, aircraft maintenance, fueling, de-icing, storage for private aircraft, and executive flight services.

Of the 4,800 acres at MEM, up to 350 acres are expected to be disturbed by construction during the term of this permit. A significant portion of the construction will take place on currently impervious airport facilities being retrofitted. However, a net loss of pervious area at the airport is expected over the next 5 years.

#### 1.2 Areas Covered Under TNR15-0091

Construction projects covered under this permit include, but are not limited to, Reconstruction of Taxiway Alpha, Tree Clearing Project, south of Airfield, Demolition of south end of Concourse C, and site preparation for MRO Hangar west of the MEM Fuel Farm. Equipment staging areas, materials storage areas, excavated materials holding and/or disposal areas and borrow areas are also covered, and are subject to all of the provisions of TNR15-0091, whether the areas are contiguous to the main construction area or at remote locations. These areas, the activities to be conducted in these areas, and the storm water pollution control measures to be implemented must be incorporated into the site-specific Erosion Prevention and Sediment Control Plan (EPSCP). When one or more of these areas are operated by and/or utilized by more than one contractor, the pollution control provisions for that area shall be coordinated so the effectiveness of the pollution control provisions are not compromised.

The following figures are incorporated as Appendix A of this SWPPP to adequately address the areas and projects covered under TNR15-0091. Both MSCAA construction projects and tenant construction projects are included.

- The first map in Appendix A is the *MEM Storm Drainage* map that shows storm drainage basins, outfalls, storm drainage features, tenants, and industrial National Pollutant Discharge Elimination System (NPDES) permit information.
- The second map in Appendix A is the Airport Property Map that depicts each parcel owned by the airport to ensure that any construction projects on MEM parcels outside the main airport activity area are covered under TNR15-0091. This map additionally serves as a site location map with roads and streams depicted.

#### 1.3 Tennessee General Permit for Construction Activities Requirements

TNR10-0000, included as Appendix B, authorizes the discharge of storm water from sites that are under construction, provided that the permit provisions are adhered to and TDEC receives formal application from the parties responsible for the construction. Under this general permit, both the owner/developer of the property and the contractors performing the construction activities are responsible for complying with the permit. MSCAA has developed this SWPPP to comply with the provisions of TNR10-0000 and to coordinate the compliance responsibilities of the contractors and subcontractors engaged in construction activities on properties owned or managed by MSCAA. MEM drains into water with Unavailable Parameters (Days Creek,

Hurricane Creek and Nonconnah Creek); therefore, all construction at MEM is subject to more stringent permit requirements for erosion and sediment control. These requirements are incorporated into this SWPPP.

The parties subject to this permit include the owner/developer of the construction site (MSCAA) and all contractors and subcontractors who have either the authority to make or modify the plans and specifications or the day-to-day responsibility for execution of the plans and/or compliance with the specifications. Table 1-1 summarizes TNR10-0000 permit requirements at MEM:

Table 1-1 Permitted Storm Water Discharges

Permitted Storm Water Discharges			
Permit #/ Tracking #	Permit Required Activities		
TNR10-0000/ TNR15-0091	<ul> <li>Contractors must conduct all activities in compliance with the CGP, including but not limited to:</li> <li>Sign Notice of Intent and Storm Water Pollution Prevention Plan (SWPPP), keep SWPPP onsite, and update SWPPP as needed;</li> <li>Hire a qualified person to conduct biweekly erosion prevention and sediment control inspections (72 hours apart) and keep site inspector's certification onsite;</li> <li>Make corrections to site before next rain event but in no case more than 7 days after the need is identified;</li> <li>Update SWPPP within 14 days of correction to site;</li> <li>Document twice-weekly inspections on Tennessee Department of Environment and Conservation form and maintain inspection file and SWPPP at the construction site or Memphis-Shelby County Airport Authority (MSCAA);</li> <li>A quality assurance site assessment of erosion prevention and sediment controls must be conducted by a Professional Engineer or other qualified individual at each outfall involving drainage totaling 5 or more acres within 30 days of construction commencing at each portion of the site that drains the 5 or more acres;</li> <li>Stabilize soils (temporary or permanent) 14 days after construction ceases;</li> <li>Post a copy of the notice of permit coverage, contact information, project description and location of the SWPPP at the job site;</li> <li>Install and maintain a rain gauge at the site; and</li> <li>Maintain a form onsite that tracks the acreage of disturbed area each day (no more than 50 acres may be disturbed at one time unless linear project).</li> </ul>		

### 2.0 ACQUIRING PERMIT COVERAGE AT MEM

To acquire permit coverage under TNR15-0091, owner must:

Submit a complete sub-project Notice of Intent (NOI) using the TNR15-0091 tracking number, along with a construction site map and site specific EPSCP (provided by project designer) with drawings:

**Construction Site map:** excerpt (8 ½" by 11" or 11" by 17") from the appropriate 7.5 minute United States Geological Survey (USGS) topographic map, with the proposed construction site centered. For additional information, see Section 3.1.

- The entire proposed construction area must be clearly identified (outlined in red) on this map.
- The total area to be disturbed (in acres) should be included on the map.
- Outline the boundaries of projects, developments and the construction site in relation to major roads, streams or other landmarks.
- Identify all outfalls where runoff will leave the property
- Identify stream(s) receiving the discharge, and storm sewer system(s) conveying the discharge from all site outfalls

**Site-specific EPSCP:** The plan showing the approximate location of each control measure along with a description of the timing during the construction process for implementing each measure (e.g., prior to the start of earth disturbance, as the slopes are altered and after major grading is finished). The different stages of construction (initial/major grading, installation of infrastructure, final contours, etc.) and the erosion preventions and sediment control measures that will be utilized during each stage should be depicted on multiple plan sheets (see Section 3.0).

 have a full understanding of this SWPPP and the requirements of TNR10-0000 and have the ability to be in compliance with permit terms and conditions.

#### 2.1 Notice of Intent

To become an authorized party to this permit, owners wishing coverage must first develop an EPSCP specific to the construction activities being contracted and submit the site plan and a properly signed NOI to the State and the City <u>via MSCAA</u>. The project designer will submit

EPSCP drawings to MSCAA for review prior to TDEC submittal. An NOI is included at the end of Appendix B with the permit forms.

Contractors performing construction activities at MEM are required to be signatories on the NOI under TNR10-0000 and TNR15-0091 if they have either the authority to make or modify the plans and specifications or have the day-to-day responsibility for execution of the plans and/or compliance with the specifications. The MSCAA requires the following responsibilities of these signatories.

#### The MSCAA must:

- Ensure the project specifications the contractors develop meet the minimum requirements of Section 3.0 of this SWPPP and all other applicable conditions.
- Ensure that the site plan for the contracted project indicates the areas of the project where contractor has design control (including the ability to make modifications in specifications).
- Ensure all other permittees implementing portions of the SWPPP for their part of the project that will be impacted by any changes signatories make to the SWPPP are notified of such modifications in a timely manner.
- Ensure that all common facilities (e.g., sediment treatment basin and drainage structures)
  that are necessary for the prevention of erosion or control of sediment are maintained and
  effective until all construction is complete and all disturbed areas in the entire project
  are stabilized.
- If parties with day-to-day operational control of the construction site have not been identified at the time the SWPPP is initially developed, the MSCAA shall be considered to be the responsible party until such time the supplemental NOI is submitted, identifying the new operator(s). These new operators (e.g., general contractor, utilities contractors, subcontractors, erosion control contractors, hired commercial builders) are considered secondary permittees. The EPSCP must be updated to reflect the addition of new operators as needed to reflect operational or design control.
- Ensure that all operators on site have permit coverage and are complying with the SWPPP.

### **Tenants and contractors with day-to-day operational control must:**

- Ensure that the SWPPP for portions of the project where they are operators meets the minimum requirements of Section 3.0 of the SWPPP and identify the parties responsible for implementation of control measures identified in the plan.
- Ensure that measures in the SWPPP are adequate to prevent erosion and control sediment that may result from their earth-disturbing activity.
- Permittees with operational control over only a portion of a larger construction project are
  responsible for compliance with all applicable terms and conditions of this permit as it
  relates to their activities on their portion of the construction site. This includes, but is not
  limited to, implementation of Best Management Practices (BMPs) and other controls
  required by the SWPPP.
- NOIs must be filed at least 30 days prior to the start of the construction project activities or the addition of a new party to the permit. If there is a change in contractor responsibilities, a NOI must be filed at least 48 hours before responsibilities are transferred from one contractor to another. To the extent possible, all contractors filing NOIs for a scope of work should be joint signatories to a single NOI.

A NOI submitted for authorization to discharge under TNR10-0000 and TNR15-0091 shall be submitted by the contractor to MSCAA Manager of Environmental Services or MSCAA's construction management team (Parsons). MSCAA will review the NOI and site plan for completeness and, if they are found to be complete, forward original copies of the NOI and site plan to TDEC via email (DWR.MEFO.Permits@tn.gov).

A copy of the NOI will also be forwarded to the City of Memphis Department of Public Works Storm Water Program for notification purposes. TDEC will issue Notice of Coverage within 30 days of NOI submittal, unless the division has responded to the <u>operator</u> within that time requesting additional information.

MSCAA and contractor shall retain a copy of both the NOI and BOC on project site.

#### 2.2 Storm Water Pollution Prevention Plan

Owners and Contractors wishing to obtain coverage under a NPDES permit must develop and submit a site-specific EPSCP with their NOI. The project designer will submit the EPSCP for review and approval prior to submittal to TDEC. This SWPPP constitutes the comprehensive SWPPP addressing all construction-related activities from the date construction commences at MEM to the date of termination of permit coverage. The SWPPP was developed, implemented, and updated according to the requirements in TNR10-0000. The SWPPP has been an effective tool since 2001 when coverage under TNR10-0000 was obtained at MEM. Because there is more than one operator at MEM, preparation and implementation of the SWPPP has been a cooperative effort. New operators with design and operational control of their portion of the construction site are required to adopt and implement this comprehensive SWPPP.

### 2.3 Permit Application Fees

MSCAA has paid the permit application fee for all construction projects at MEM by submittal of a one-time maximum fee of \$7,500.00 for the maximum acreage permitted. Contractors and tenants do not need to pay permit application fees. No annual maintenance fee apply to this permit since it was obtained in 2006, prior to the establishment of Tennessee Rule, Chapter 0400-40-11-.2(12)(i) in 2016.

#### 2.4 Notice of Coverage

TDEC will review the NOI for completeness and will issue a Notice of Coverage (NOC) to the MSCAA for each project identified on the NOI form. Each project will be independently tracked by TDEC with a project tracking number. Before initiation of construction activities, copies of the NOI, this SWPPP, the EPSCP, and the NOC must be located at each construction site management office. The NOC must be posted along with the following information:

- Name, company name, e-mail address (if available), telephone number, and address of the project site owner or a local contact person;
- A brief description of the project; and
- The location of the SWPPP if the site is inactive or does not have an onsite location to store the plan.

Necessary copies of the NOC and the project-specific EPSCP will be distributed by MSCAA to all parties assigned responsibility for oversight of the construction project.

#### 2.5 Notice of Termination

Individual contractors who have completed their responsibilities must submit a Notice of Termination (NOT) to be relieved of their responsibilities under the permit. Upon completion of the project, MSCAA, in conjunction with the contractors covered by the permit, is to submit a NOT. NOT forms are included at the end of Appendix B with the permit forms. NOTs are to be submitted to the contracting official at MSCAA. MSCAA or Parsons will forward the NOTs to TDEC via email (DWR.MEFO.Permits@tn.gov).

The following requirements for submitting an NOT are listed below.

- All earth-disturbing activities and, if applicable, construction support activities permitted under Section 1.2.2 at the site are complete;
- All requirements for permanent vegetation or non-vegetation stabilization are met and groundcover has achieved stabilization;
- All construction materials, as well as waste and waste hauling devices have been removed;
- All equipment and vehicles that were used during construction, unless they are intended for long-term use following termination of permit coverage, have been removed;
- All stormwater controls, except those that are intended for long-term use, have been removed;
- The permittee has transferred control of all areas of the site for which he is responsible under this permit to another operator, and that operator has submitted an NOI and obtained coverage under this permit.
- The permittee obtains coverage under an individual or alternative general NPDES permit

TDEC will notify MSCAA of the final decision within 30 days from receipt of a complete NOT and may require a site visit by the TDEC permit writer before permit is terminated. TDEC may also deny termination of coverage if there are any existing deficiencies.

#### 2.6 Permitted Discharges

TNR10-0000 and TNR15-0091 authorize discharges of storm water from construction activities such as clearing, grading, filling, and excavation activities in preparation for paving or construction activities on projects sized 1-acre or greater. It also authorizes storm water discharges from support activities (e.g., equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided that:

- The support activity is primarily related to a construction site that is covered under this permit;
- That the owner/contractor of the support activity is the same as the owner/contractor of the construction site:
- The support activity is not a commercial operation serving multiple unrelated construction projects by different contractors; and
- Support activities are identified in the NOI and the SWPPP and appropriate controls and measures are identified int eh SWPPP covering the discharges from the support activity areas.

The following non-storm water discharges from active construction sites are authorized by TNR10-0000 and TNR15-0091, provided the non-storm water component of the discharge is in compliance with the permit:

- dewatering of work areas of collected storm water and groundwater;
- waters used to wash dust and oil from vehicles where detergents are not used and detention and/or filtering is provided before the water leaves the site (wash removal of oil, asphalt, or concrete is not authorized);
- water used to control dust;

- potable water sources including waterline flushings; from which chlorine has been removed to the maximum extent practicable
- routine external building wash-down that does not use detergents or other chemicals;
- uncontaminated groundwater or spring water; and
- foundation or footing drains where flows are not contaminated with process materials such as solvents.
- Discharges from emergency fire-fighting activities.
- Fire hydrant flushings.
- Landscape irrigation.
- Pavement wash waters, provided spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used.
- Uncontaminated air conditioning or compressor condensate.

Discharges of storm water or wastewater authorized by and in compliance with a different NPDES permit (other than this permit) may be mixed with discharges authorized by this permit. All non-storm water discharges authorized by this permit must be free of sediment or other solids and must not cause erosion of soil or the stream bank or result in sediment impacts to the receiving stream.

TNR10-0000 does not authorize storm water or other discharges that would result in a violation of State water quality standards (TDEC Rules, Chapters 0400-40-03, 0400-40-04). Such discharges constitute a violation of this TNR10-0000. Where a discharge is already authorized under the permit and the division determines the discharge to cause or contribute to the violation of applicable state water quality standards, the permitting authority will notify the operator of such violation(s). The permittee shall take all necessary actions to ensure future

Comprehensive Storm Water Pollution Prevention Plan Memphis-Shelby County Airport Authority Memphis International Airport — Memphis, Tennessee June 2022

discharges do not cause or contribute to the violation of a water quality standard and shall document these actions in the SWPPP.

The construction activity shall be carried out in such a manner as to prevent violations of water quality criteria as stated in the TDEC Rules, Chapter 0400-40-03-.03. This includes but is not limited to the prevention of any discharge that causes a condition in which visible solids, bottom deposits, or turbidity impairs the usefulness of waters of the state for any of the uses designated for that water body by TDEC Rules, Chapter 0400-40-04. There shall be no distinctly visible floating scum, oil, or other matter contained in the storm water discharge. The storm water discharge must not cause an objectionable color contrast in the receiving stream. The storm water discharge must result in no materials in concentrations sufficient to be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving stream. Solids or other materials removed by any <u>sediment</u> control treatment devices must be disposed of in a manner that prevents its entrance into or pollution of any surface or subsurface waters

#### 3.0 POLLUTION PREVENTION SITE PLAN DEVELOPMENT

The grading, drainage, and erosion prevention and sediment control plans for each project at MEM are considered to be part of the overall site plan and must accompany the individual project's NOI submittal. Each construction project must calculate its post-construction runoff coefficient and, where appropriate, send a Geotechnical Report for the site with the site plans to the TDEC office with the job-specific NOI <u>via the MSCAA</u>.

Storm water leaving construction sites at MEM enters the MSCAA's storm sewer system going to either Days Creek or Hurricane Creek, which then enters Nonconnah Creek. In general, construction projects at MEM have an estimated post-construction runoff coefficient of 0.70.

The EPSCP must be prepared in accordance with good engineering practices and the latest edition of the Tennessee Erosion and Sediment Control Handbook. The handbook is designed to provide information to planners, developers, engineers, and contractors on the proper selection, installation, and maintenance of BMPs. In addition, tenants and contractors must consult the City of Memphis Storm Water Management Manual (SWMM) to ensure compliance with local storm water requirements. Appendix C of this SWPPP provides the current web site address to the TDEC Erosion and Sediment Control Handbook, as well as the SWMM. Because the receiving streams for MEM storm water discharges are water with unavailable parameters, beginning May 24, 2013, the EPSCP must be prepared by a person who, at a minimum, has completed the TDEC's Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites course. A copy of the certification or training record for inspector certification should be included with the EPSCP.

#### The EPSCP must:

- Identify all potential sources of pollution that are likely to affect the quality of storm water discharges from the construction site.
- Describe practices to be used to reduce pollutants in storm water discharges from the construction site.
- Assure compliance with the terms and conditions of this permit.

Once a definable portion of a project has been finally stabilized, the co-permittee and MSCAA may identify the stabilized area on the EPSCP. At that time, no further SWPPP or inspection requirements apply to that portion of the site (e.g., earth-disturbing activities around one of three buildings in a complex are done and the area is finally stabilized; 1 mile of a roadway or pipeline project is done and finally stabilized, etc.).

Plans and specifications for any building or structure, including the design of sediment basins or other sediment controls involving structural, hydraulic, hydrologic or other engineering calculations shall be prepared by a licensed professional engineer or landscape architect and stamped and certified in accordance with the Tennessee Code Annotated, Title 62, Chapter 2 and the rules of the Tennessee Board of Architectural and Engineering Examiners. Engineering design of sediment basins and other sediment controls must be included in SWPPPs for construction sites involving drainage to an outfall totaling 5 acres or more due to the receiving water having unavailable parameters status.

### 3.1 Site Description

The EPSCP must provide a description of pollutant sources and other information as indicated:

- A description of all construction activities at the site (not just grading and street construction)
- The intended sequence of major activities that disturb soils for major portions of the site (e.g., grubbing, excavation, grading, utilities, and infrastructure installation, etc.)
- Estimates of the total area of the site and the total area that is expected to be disturbed by excavation, grading, filling, or other construction activities
- A description of the topography of the site including an estimation of the percent slope and the variation in percent slope found on the site; such estimation should be on the basis of a drainage area serving each outfall, rather than an entire project.
- Any data describing the soil (data may be referenced or summarized) and how the soil type will dictate the needed control measures and the expected quality of any discharge from the site.

An estimate of the runoff coefficient of the site after construction activities are completed and how the runoff will be handled to prevent erosion at the permanent outfall and receiving stream.

An erosion prevention and sediment control map of the site with the proposed construction area clearly outlined. The map should indicate:

- the boundaries of the permitted area;
- drainage patterns and approximate slopes anticipated after major grading activities;
- areas of soil disturbance;
- an outline of areas that are not to be disturbed;
- the location of major structural and nonstructural controls identified in the SWPPP;
- the location of areas where stabilization practices are expected to occur;
- surface waters including wetlands;
- streams and sinkholes:
- and careful identification of outfall points intended for coverage under the general permit for storm water discharges from the site.
- A description of any discharge associated with industrial activity other than construction storm water that originates onsite and the location of that activity and its permit number.
- Identification of any stream or wetland on or adjacent to the project, a description of any
  anticipated alteration of these waters, and the permit number or the tracking number of the
  Aquatic Resources Alteration Permit or Section 401 Certification issued for the alteration.
- The name of the receiving water(s) and approximate size and location of affected wetland acreage at the site.

- If applicable, identify and outline the buffer zones established to protect waters of the state located within the boundaries of the project.
- For projects of more than 50-acres, the construction phases must be described. (No more than 50 acres may be disturbed at any one time.)
- If only a portion of the total acreage of the construction site is to be disturbed, then the protections employed to limit the disturbance must be discussed (i.e., caution fence, stream side buffer zones, etc.)
- Limits of disturbance shall be clearly marked in the SWPPP and areas to be undisturbed clearly marked in the field before construction activities begin.

#### 3.2 Description of Storm Water Runoff Controls

The EPSCP must include a description of appropriate erosion prevention and sediment controls and other BMPs that will be implemented at the construction site. The plan must clearly describe each major activity that disturbs soils for major portions of the site (e.g., grubbing, excavation, grading, utilities, and infrastructure installation, etc.) and indicate the following:

- Appropriate control measures and the general timing for the measures to be implemented during construction activities
- Which permittee is responsible for implementation of which controls

The EPSC plans must show the approximate location of each control measure along with a description of the timing during the construction process for implementing each measure (e.g., prior to the start of earth disturbance, as the slopes are altered and after major grading is finished). The different stages of construction (initial/major grading, installation of infrastructure, final contours, etc.) and the erosion prevention and sediment control measures that will be utilized during each stage should be depicted on multiple plan sheets (see following paragraphs). Half sheets are acceptable. One sheet showing all EPSCs that will be used during the life of the multi-phase project implementing different EPSC controls at each stage will not be considered complete.

For site disturbances less than 5-acres, at least two separate EPSC plan sheets must be developed. At least two stages must be identified, with associated EPSC measures addressed. The plan stages must be addressed separately in plan sheets, with each stage reflecting the conditions and EPSC measures necessary to manage storm water runoff, erosion and sediment during the initial land disturbance (initial grading) and the conditions and EPSC measures necessary to manage storm water, erosion and sediment at final grading.

For site disturbances more than 5-acres, at least three separate EPSC plan sheets must be developed. Three stages must be identified. The first plan sheet should reflect the conditions and EPSC measures necessary to manage storm water runoff, erosion, and sediment during the initial land disturbance (initial grading). The second plan sheet shall reflect the conditions and the EPSC measures necessary to manage storm water runoff, erosion and sediment from interim land disturbance activities. The third plan sheet shall reflect the conditions and EPSC measures necessary to manage storm water runoff, erosion and sediment at final grading while permanent site stabilization is being achieved.

#### 3.3 Construction Sequencing

In general, the construction sequence to be followed in order to reduce erosion and prevent sediment from leaving the construction site is:

- Install erosion control devices (i.e., ditch blocks, silt fencing).
- Remove existing topsoil (if re-grading site) to a minimum of 6 inches to a stockpile with erosion controls.
- Remove existing pavement.
- Grade and prepare subgrade for new building slab and/or paving.
- Construct new building and/or paving.
- Place earthen fill for side slopes from shoulder to existing grade.
- Clean out any ditch blocks/ponds.
- Sod areas of soil disturbance.

# 3.4 Erosion Prevention and Sediment Controls

The following are the general TNR10-0000 and TNR15-0091 criteria that will be required for the development of the EPSCP:

- The construction-phase erosion prevention controls shall be designed to eliminate (or minimize if complete elimination is not possible) the dislodging and suspension of soil in water. Sediment controls shall be designed to retain mobilized sediment on site to the maximum extent practicable.
- The design, inspection and maintenance of BMPs described in this SWPPP must be prepared in accordance with good engineering practices and at a minimum, must be consistent with the requirements and recommendations contained in the current edition of the Tennessee Erosion and Sediment Control Handbook. In addition, all control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications (where applicable). All control measures selected must be able to slow runoff so that rill and gully formation is prevented. When steep slopes and/or fine particle soils are present at the site, additional physical or chemical treatment of storm water runoff may be required. Proposed physical and/or chemical treatment must be researched and applied according to the manufacturer's guidelines and fully described in the SWPPP. If periodic inspections or other information indicates a control has been used inappropriately, or incorrectly, the permittee must replace or modify the control for relevant site situations.
- If permanent or temporary vegetation is to be used as a control measure, then the timing of the planting of the vegetation cover must be discussed in the SWPPP.
   Planning for planting cover vegetation during winter months or dry months should be avoided.
- If you plan to add treatment chemicals to stormwater and/or authorized non-stormwater prior to discharge, you may not submit your Notice of Intent (NOI) until you notify an appropriate EFO in advance and the EFO authorizes coverage under this permit after you have included appropriate controls and implementation procedures designed to ensure that your use of treatment chemicals will not lead to discharges that cause an exceedance of water quality standards.

- Chemicals used for treating stormwater runoff must be shown to be non-toxic to sensitive aquatic species through a 48-hour or 96-hour acute toxicity test as reported in the product's Safety Data Sheets. The chemical feed rate shall be such that the effluent concentration of the product is lower than the LC50 toxicity value for sensitive aquatic species as reported in the products Safety Data Sheets. Calculations used to determine the chemical feed rate so that runoff or effluent is not toxic to sensitive aquatic species shall also be included in the SWPPP. Chemicals used for treating stormwater runoff shall be applied in accordance with manufacturer specifications and securely stored on-site within the contractor's staging and storage area if not stored off-site or provided by others. Chemicals shall not be applied directly to any stream.
- If sediment escapes the permitted area, offsite accumulations of sediment that have not reached a stream must be removed at a frequency sufficient to minimize offsite impacts (e.g., fugitive sediment that has escaped the construction site and has collected in a street must be removed so that it is not subsequently washed into storm sewers and streams by the next rain and/or so that it does not pose a safety hazard to users of public streets). Permittees shall not initiate remediation/restoration of a stream without consulting the TDEC first. TNR100000 does not authorize access to private property. Arrangements concerning removal of sediment on adjoining property must be settled by the permittee with the adjoining landowner.
- Sediment should be removed from sediment traps, silt fences, sedimentation ponds, and other sediment controls as recommended in the Tennessee Erosion and Sediment Control Handbook and must be removed when design capacity has been reduced by 50 percent.
- Litter, construction debris, and construction chemicals exposed to storm water shall be picked up prior to anticipated storm events or before being carried offsite by wind (e.g., forecasted by local weather reports), or otherwise prevented from becoming a pollutant source for storm water discharges (e.g., screening outfalls, daily pick-up, etc.). After use, materials used for erosion prevention and sediment control (such as silt fence) should be removed or otherwise prevented from becoming a pollutant source for storm water discharges.

- Erodible material storage areas (including but not limited to overburden and stockpiles
  of soil etc.) and borrow pits used primarily for the permitted project and which are
  contiguous to the site are considered a part of the site and shall be identified on the
  NOI, addressed in the SWPPP and included in the fee calculation.
- Pre-construction vegetative ground cover shall not be destroyed, removed or disturbed more than 14 days prior to grading or earth moving activities unless the area is seeded and/subsequently temporarily or mulched or other temporary cover is permanently stabilized.
- Clearing and grubbing must be held to the minimum necessary for grading and equipment operation. Existing vegetation at the site should be preserved to the maximum extent practicable.
- Construction must be sequenced to minimize the exposure time of graded or denuded areas.
- Construction phasing is recommended on all projects regardless of size as a major practice for minimizing erosion and limiting sedimentation. Construction should be phased to keep the total disturbed area less than 50-acres at any one time. Areas of the completed phase must be stabilized within 14 days. No more than 50-acres of active soil disturbance should be planned at any time during the construction project. This includes offsite borrow or disposal areas that meet the conditions previously listed. However, the MSCAA historically negotiated an exception with TDEC because many MEM projects require more than 50 acres to be disturbed at one time. In the new permit, this exception has become standardized for linear projects, like those at MEM; therefore, the use of this exception has new requirements as shown in the following list. Even with this exception, MSCAA encourages tenants and contractors to make every effort to phase all projects at MEM.
- The 50-acre limitation does not apply to linear construction projects (such as roadway, pipeline, and other infrastructure construction activities at MEM) if the following conditions are met:
  - o Where no one area of active soil disturbance is greater than 50-acres and the various areas of disturbance have distinct receiving waters; or

- Where contiguous disturbances amount to greater than 50-acres, but no one distinct water is receiving runoff from more than 50 disturbed acres; or
- With the MSCAA's written concurrence, where more than 50 acres of disturbance is to occur and where one receiving water will receive runoff from more than 50 acres; or
- Where no one area of active soil disturbance is greater than 50-acres and the various areas of disturbance are more than 5 miles apart.
- o In order for a linear project at MEM to take advantage of the 50-acre rule exemption outlined in this paragraph, the contractor shall conduct monthly site assessments as described in Section 4.3 of this SWPPP until the site is permanently stabilized.
- Erosion prevention and sediment control measures must be in place and functional before earth moving operations begin and must be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the workday but must be replaced at the end of the workday.
- The following records shall be maintained on or near site: the dates when major grading activities occur; the dates when construction activities temporarily or permanently cease on a portion of the site; the dates when stabilization measures are initiated; inspection records and rainfall records. MSCAA maintains daily logbooks with this information; information is collected by the MSCAA contracted inspectors, via Parsons.
- Offsite vehicle tracking of sediments and the generation of dust shall be minimized.
   A stabilized construction access (a point of entrance/exit to a construction site) shall be described and implemented, as needed, to reduce the tracking of mud and dirt onto public roads by construction vehicles.
- Permittees shall maintain a rain gauge and daily rainfall records at the site or use a reference site for a record of daily amount of precipitation.

# 3.4.1 General Permit Requirements for Stabilization Practices

The EPSCP shall include a description of interim and post-construction stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Site plans should comply with buffer zone requirements (for new construction only) for any projects in which construction activities, borrow, and/or fill are prohibited. Stabilization practices may include temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Use of impervious surfaces for final stabilization in lieu of a permanent vegetative cover should be avoided where practicable. No stabilization, erosion control, or sediment treatment measures are to be installed in a stream without obtaining a Section 404 Permit and an Aquatic Resource Alteration Permit, if such permits are required and appropriate.

Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project) must be completed no later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:

- Where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions. In this situation, stabilization measures shall be initiated as soon as practicable.
- Where construction activity on a portion of the site is temporarily ceased and earth disturbing activities will be resumed within 14 days.
- Steep slopes (natural or created slope of 35 percent grade or greater) shall be temporarily stabilized no later than 7 days after construction activity on the slope has temporarily or permanently ceased.
- Permanent stabilization with perennial vegetation (using native herbaceous and woody plants where practicable) or other permanently stable, non-eroding surface shall replace

any temporary measures as soon as practicable. Unpacked gravel containing fines (silt and clay sized particles) or crusher runs will not be considered a non-eroding surface.

#### 3.4.2 General Permit Requirements for Structural Practices

The EPSCP shall include a description of structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil-retaining systems, gabions, and temporary or permanent sediment basins. Structural controls shall not be placed in streams or wetlands except as authorized by a Section 404 Permit and/or Aquatic Resource Alteration Permit.

Erosion prevention and sediment control measures must be prepared in accordance with good engineering practices and the latest edition of the Tennessee Erosion and Sediment Control Handbook. In addition, erosion prevention and sediment controls shall be designed to minimize erosion and maximize sediment removal resulting from a 5-year, 24-hour storm due to the receiving stream being water with unavailable parameters (the design storm — see definition in text box to right), as a minimum, either from total rainfall in the designated period or the equivalent intensity. When clay and other fine particle soils or highly erodible soils are

present at the construction site, chemical treatment of the stormwater runoff may be necessary to minimize the amount of sediment being discharged. However, the use of cationic polymers for treatment is prohibited.

For an onsite outfall which receives drainage from 10 or more acres, a minimum sediment basin volume that will provide treatment for a calculated volume of runoff from a 5-year, 24-hour storm and runoff from each acre drained, or equivalent control measures as specified in the Tennessee Erosion and Sediment Control Handbook, shall be provided until final

"5-year design storm depths and intensities" means the estimated design rainfall amounts, for any return period interval (i.e., 2-year, 5-year, 25-year, etc.) in terms of either 24-hour depths or intensities for any duration, can be found by accessing the following NOAA National Weather Service Atlas 14 data for Tennessee: http://hdsc.nws.noaa.gov/hdsc/pfds/orb/tn_pfds.html.

Other data sources may be acceptable with prior written approval by TDEC Water Pollution Control.

stabilization of the site. A drainage area of 10 acres or more includes both disturbed and undisturbed portions of the site or areas adjacent to the site, all draining through the common outfall. Where an equivalent control measure is substituted for a sediment retention basin, the equivalency must be justified to the division. Runoff from any undisturbed acreage should be

diverted around the disturbed area and the sediment basin. Diverted runoff can be omitted from the volume calculation. Sediment storage expected from the disturbed areas must be included. Discharges from basins and impoundments shall utilize outlet structures that only withdraw water from near the surface of the basin or impoundment, unless infeasible.

All calculations of drainage areas, runoff coefficients and basin volumes must be provided as a part of the EPSCP submittal. The discharge structure from a sediment basin must be designed to retain sediment during the lower flows. Muddy water to be pumped from excavation and work areas must be held in settling basins or filtered or chemically treated prior to its discharge into surface waters. Water must be discharged through a pipe, well-grassed or lined channel, or other equivalent means so that the discharge does not cause erosion and sedimentation. Discharged water must not cause an objectionable color contrast with the receiving stream.

#### 3.5 Storm Water Management

The EPSCP must be developed to ensure that measures have been completed that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The plan should also consider measures that will be installed during the construction process to control pollutants and any increase in the volume of storm water discharges that will occur after construction operations have been completed. For steep slope sites, the plan will also consider measures that will be installed to dissipate the volume and energy of the storm water runoff to predevelopment levels. This permit only addresses the installation of storm water management measures and not the ultimate operation and maintenance of such structures after the construction activities have been completed, the site has undergone final stabilization, and the permit coverage has been terminated. Permittees are only responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site and are not responsible for maintenance after storm water discharges associated with construction activity have been eliminated from the site. All construction at MEM must comply with the city of Memphis SWMM, https://www.memphistn.gov/government/engineering/roadway-drainageavailable at design/drainage-manual/, regarding requirements to limit the amount of post-construction runoff in order to minimize in-stream channel erosion in the receiving stream.

Construction storm water runoff management practices may include storm water detention structures (including ponds with a permanent pool); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems (that combine several practices). Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (no significant changes in the hydrological regime of the receiving water). The EPSCP must include an explanation of the technical basis used to select the practices to control pollution where flows exceed predevelopment levels. The Tennessee Erosion and Sediment Control Handbook provides measures that can be incorporated into the design or implemented onsite to decrease erosive velocities. The link for the handbook can be found at the link below: <a href="https://tnepsc.org/TDEC_EandS_Handbook_2012_Edition4/TDEC%20EandS%20Handbook%204th%20Edition.pdf">https://tnepsc.org/TDEC_EandS_Handbook_2012_Edition4/TDEC%20EandS%20Handbook%204th%20Edition.pdf</a> An Aquatic Resources Alteration Permit may be required if such velocity dissipation devices installed would alter the receiving stream and/or its banks.

The following factors must be accounted for in the design of all <u>stormwater</u> controls:

- The nature of <u>stormwater</u> runoff and run-on at the site, including factors such as expected flow from impervious surfaces, slopes, and site drainage features. <u>Stormwater</u> controls must be designed to control <u>stormwater</u> volume, velocity, and peak flow rates to minimize <u>discharges</u> of pollutants in <u>stormwater</u>, as well as minimizing channel and streambank erosion at discharge points.
- The <u>soil</u> type and range of <u>soil</u> particle sizes expected to be present on the site.
- Description of any measures that will be installed during the construction process to control
  pollutants in stormwater discharges that will occur after construction operations have been
  completed, including a brief description of applicable State or local erosion and sediment
  control requirements.

#### 3.6 Other Items Needing Control

The EPCSP must also include consider and describe the following other items potentially needing controls at the site:

- No solid materials, including building materials, shall be placed in waters of the state, except as authorized by a Section 404 permit and/or Aquatic Resources Alteration Permit (ARAP). Litter, construction debris and construction chemicals exposed to <u>stormwater</u> shall be picked up prior to storm events or before being carried off the site by wind so that they do not become a pollutant source for <u>stormwater discharges</u>. EPSC materials shall be prevented from becoming a pollutant source for <u>stormwater discharges</u>.
- The SWPPP shall identify and provide the necessary EPSC measures for the installation of any
  waste disposal system, sanitary sewer or septic system. Contractor must also comply with
  applicable state and local waste disposal, sanitary sewer or septic system regulations as
  necessary.
- The SWPPP shall include a description of construction and waste materials expected to be stored
  on-site. The SWPPP shall also include a description of controls used to reduce pollution from
  materials stored on site. Controls may include storage practices to minimize exposure of the
  materials to stormwater or spill prevention and response.

#### 3.7 Best Management Practices

All construction at MEM must comply with the most current TDEC Erosion and Sediment Control Handbook and City of Memphis Storm water Control Manual. See Appendix C for website address. MSCAA encourages implementation of a series of BMPs and recommends that storm water controls be designed to limit the discharge of storm water pollutants offsite to predevelopment levels to the maximum extent practicable (MEP). Due to colloidal clay soils in the Memphis area, sediment removal BMPs may not yield clear storm water.

Additionally, erosion prevention and sediment control measures must be maintained in good and effective operating condition. Maintenance needs identified by inspections or other means shall be addressed before the next storm event, but in no case more than 7 days after the need is identified. The EPSCP must provide maintenance requirements for BMPs. As a reference, the maintenance of typical measures is included in Appendix C.

#### 4.0 INSPECTIONS

Inspections of erosion controls must be performed to ensure proper maintenance and effectiveness of the devices. Initial inspections shall also indicate if all EPSCs have been installed as designed in the submitted SWPPP and EPSC plans; and, if not, measures that need to be taken so those EPSCs meet the design specifications in the field SWPPP and EPSC plans.

#### 4.1 Inspector Training and Certification

Inspectors performing the required twice-weekly inspections must have at least 1 of the following credentials:

- a person with a valid certification from the "Fundamentals of Erosion Prevention and Sediment Control Level I" course,
- a licensed professional engineer or landscape architect,
- a Certified Professional in Erosion and Sediment Control (CPESC), or
- a person who has successfully completed the "Level II Design Principles for Erosion

A copy of the certification or training record for inspector certification must be maintained on the construction site or with our MSCAA staff or construction management team (Parsons).

An integral part of improving water quality at the airport is the training of those requesting coverage under TNR15-0091. To meet this need, MSCAA recommends the *Fundamentals of Erosion Prevention and Sediment Control Level I* course for its contractors. The Level I Fundamentals workshop is a one-day foundation-building course for individuals involved in land-disturbing activities and is intended for contractors, developers, plan preparers, reviewers, designers, engineers, and inspection and enforcement personnel from all levels of government. The fundamentals course aims to build a solid working knowledge of erosion and sedimentation processes and practices. Topics include Construction General Permit and related SWPPP requirements; function, installation, limitations, inspection, and maintenance of BMPs; roles of local officials and state government agencies involved in the permitting process; and basic hydrologic and erosion processes. The Level I Fundamentals workshop provides a Certificate of Completion with 7 hours of Professional Development Hours (PDH) credit upon successful completion of the short Course Certification Exam.

# 4.2 Schedule of Inspections

Inspections must be performed at least twice every calendar week. Inspections must be performed at least 72 hours apart. Where sites or portions of construction sites have been temporarily stabilized or where runoff is unlikely due to winter conditions (e.g., site covered with snow or ice), or due to extreme drought, such inspection only has to be conducted once per month until thawing or participation results in runoff or construction activity resumes. Inspections requirements do not apply to definable areas that have been finally stabilized. Written notification of the intent to change the inspection frequency and the justification for such request must be submitted to the local Environmental Field Office.

#### 4.3 Inspection Items

- Qualified personnel, as defined in section 5.5.3.10 of the Permit (provided by the permittee
  or cooperatively by multiple permittees) shall inspect disturbed areas of the construction
  site that have not been finally stabilized, areas used for storage of materials that are
  exposed to precipitation, structural control measures, locations where vehicles enter or exit
  the site, and each outfall.
- Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the site's drainage system. Erosion prevention and sediment control measures shall be observed to ensure that they are operating correctly.
- Outfall points (where discharges leave the site and/or enter waters of the state) shall be
  inspected to determine whether erosion prevention and sediment control measures are
  effective in preventing significant impacts to receiving waters. Where discharge locations
  are inaccessible, nearby downstream locations shall be inspected. Locations where vehicles
  enter or exit the site shall be inspected for evidence of offsite sediment tracking.

#### 4.4 Schedule for Corrections

Based on the results of the inspection, any inadequate control measures or control measures in disrepair shall be replaced or modified, or repaired as necessary, before the next rain event if possible, but in no case more than 7 days after the need is identified.

Based on the results of the inspection, the site description and pollution prevention measures identified in the SWPPP shall be revised as appropriate, but in no case later than 7 days following the inspection. Such modifications shall provide for timely implementation of any changes to the SWPPP, but in no case later than 14 days following the inspection.

#### 4.5 Inspection Documentation

All inspections shall be documented on this Construction Stormwater Inspection Certification form. Alternative inspection forms may be used as long as the form contents and the inspection certification language are, at a minimum, equivalent to the division's form and the permittee has obtained a written approval from the division to use the alternative form. The form must contain the printed name and signature of the inspector and the certification must be executed by a person who meets the signatory requirements of the permit. Inspection documentation will be maintained on site and made available to the division upon request. Inspection reports must be submitted to the division within 10 days of the request.

Trained certified inspectors shall complete inspection documentation to the best of their ability. Falsifying inspection records or other documentation or failure to complete inspection documentation shall result in a violation of this permit and any other applicable acts or rules.

#### 4.6 Site Assessment

A site assessment must be conducted at each outfall involving drainage totaling 5 acres or more when discharging to waters with unavailable parameters or Exceptional Tennessee Waters (all MEM stormwater discharges to Exceptional Tennessee Waters). The site assessment must be conducted within 30 days of construction commencing at each portion of the site that drains the qualifying acreage of such portion of the site. The site assessment can take the place of one of the twice-weekly inspections.

The site assessment must be performed by individuals with following qualifications:

- A licensed professional engineer or landscape architect;
- A Certified Professional in Erosion and Sediment Control; or

• A person that has successfully completed the *Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites* course.

The site assessment will be performed to verify the installation, functionality and performance of the erosion protection and sediment control measures described in this Plan. Following the site assessment, a thorough review and update (if applicable) of the SWPPP will be conducted; modifications of plans and specifications for any building or structure, including the design of sediment basins or other sediment controls shall be prepared by a licensed Professional Engineer or landscape architect.

The site assessment findings shall be documented, and the documentation kept with the SWPPP at the site. At a minimum, the documentation shall include information included in the inspection form provided in Appendix B of this permit. The documented site assessments shall indicate if all EPSC(s) have been installed as designed in the submitted SWPPP and EPSC plans. If structural BMPs (or equivalent EPSC measures) are not constructed or not installed per design specifications, follow-up monthly assessment(s) will be required until the BMPs are constructed per the SWPPP. The documentation must contain the printed name and signature of the individual performing the site assessment and the following certification:

"I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury."

The site assessment can take the place of one of the twice-weekly inspections. Additional site assessments may be required if TDEC observes site conditions that have potential of causing pollution to the waters of the state.

#### 5.0 POLLUTION PREVENTION

# **5.1** Non-Storm Water Discharges

Construction projects at MEM may have some occasional non-storm water discharges that are authorized by the permit. The following non-storm water discharges from active construction sites are authorized by TNR00000 provided the non-storm water component of the discharge is combined with storm water discharges associated with construction activity, identified in the EPSCP with appropriate pollution prevention measures and discharged through stable discharge structures. The estimated volume of the non-storm water component(s) of the discharge must be included in the design of all impacted control measures.

- Dewatering of work areas of collected storm water and ground water (filtering or chemical treatment may be necessary prior to discharge) Additional controls may be needed such as weir tanks, dewatering tanks, gravity bag filters, sand media particulate filters, pressurized bag filters, cartridge filters, or other control units providing the level of treatment necessary to comply with permit requirements;
- Waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves site;
- Water used to control dust;
- Potable water sources including waterline flushings from which chlorine has been removed to the maximum extent practicable;
- Routine external building washdown that does not use detergents or other chemicals;
- Uncontaminated groundwater or spring water; and
- Foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents, heavy metals, etc.).

All non-storm water discharges authorized by this permit must be free of sediment or other solids and must not cause erosion of soil or the stream bank, or result in sediment impacts to the receiving stream.

There will be no pumping of any water standing on the outside of the erosion control structures. The water will be allowed to drain down naturally. One or more of the following will used for dust control at the site:

- Exposing the minimum area possible of erodible earth
- Using water sprinkler trucks
- Using covered haul trucks
- Using dust palliatives or penetration asphalt on haul roads
- Storing construction materials and waste materials at an offsite location

#### **5.1.2 Prohibited Discharges**

The following discharges are prohibited:

- Wastewater from washout of concrete, unless managed by an appropriate control
- Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials
- Fuels oils or other potential pollutants used in vehicle and equipment operation and maintenance
- Soaps or solvents used in vehicle and equipment washing

#### **5.2** Description of the Support Areas

All support areas for construction projects at MEM will be included in the site plan. The support areas may be used to stockpile soils and construction debris, park construction equipment, stage construction materials, and house the construction offices of the contractors. In addition, the support areas may also be used to conduct routine maintenance of construction equipment during the project. Using the Memphis-Shelby County BMP Manual at https://www.memphistn.gov/wp-content/uploads/2020/09/003-

<u>Volume3 BestManagementPracticesManual.pdf</u> (August 2006), BMPs will be identified for each of the activities at the support areas to reduce the pollution from the support activities.

#### 5.2.1 Soil Stockpiles

Designated stockpile areas and other construction and waste materials to be stored onsite or in support areas will have erosion controls in place to prevent pollution. BMPs will be selected for each area.

#### **5.2.2 Construction Debris**

Designated stockpile areas and other construction and waste materials to be stored onsite or in support areas will have erosion controls in place to prevent pollution. No solid materials will be discharged directly into storm water conveyance systems from support areas. BMPs will be selected for each area.

#### 5.2.3 Hauling

Offsite vehicle tracking of sediments will be minimized. Dust control is mandated by MSCAA and frequent sprinkling of traffic areas is required. BMPs will be selected for each area and activity.

#### 5.2.4 Construction Equipment Storage and Maintenance

Construction equipment and contractor vehicles may be stored at the support areas. Inspections for leaking vehicles will be made periodically (weekly) and repairs will be made promptly. Routine maintenance, such as oil changes, filter changes, greasing, and minor repairs may be conducted at support areas. Equipment is to be taken offsite for major repairs. No oil containers or other liquids are stored at the support area. Any spills of oils or other liquids at the support area will be promptly cleaned up and disposed of properly. Fuel stored onsite will be contained in certified fuel tanks equipped with self-contained secondary containment. BMPs will be selected for each area and activity.

#### 5.2.5 Onsite Waste Disposal Systems, Sanitary Sewer, or Septic Systems

Portable restrooms will be used at the support areas for the construction sites. No onsite waste disposal systems, sanitary sewer or septic systems, or other systems requiring sediment controls or any permits are to be installed.

# 5.2.6 Fertilizer Application

Soil analysis should be performed prior to the application of fertilizer to any portion of the site. Soil analysis shall include soil pH, buffer value, phosphorus, potassium, calcium, magnesium, calculated cation exchange capacity (CEC) and base saturation at a minimum. Soil samples should be representative of the area for which fertilizer will be applied. Soil analysis results shall be used to determine correct fertilizer application rates to prevent the over-application of fertilizer to the site.

#### 6.0 SENSITIVE ENVIRONMENTAL FEATURES

#### 6.1 Wetlands

The only wetlands on MEM are located south of Shelby Drive at the former McKeller Park. There are currently no construction projects planned in the wetland areas. If construction activities are ever planned in the areas south of Shelby Drive, wetland issues will be addressed in detail.

# **6.2** Threatened and Endangered Species

Threatened, and endangered species that are found throughout Shelby County include the Indiana bat — *Myotis sodalis* (Endangered), bald eagle— *Haliaeetus leucocephalus* (Threatened), wood stork — *Mycteria americana* (Endangered-single bird observed feeding 1988), turgid-blossom pearly mussel — *Epioblasma turgidula* (Endangered), and the Least tern — *Sterna antillarum* (Endangered). However, MEM does not support any of these state- or federally-listed threatened or endangered species or their critical habitat. Should habitat for any of these species be encountered, MSCAA will follow all TDEC requirements and the site plan will be modified to include protective measures acceptable to TDEC, MSCAA, and the contractor(s).

#### **6.3 Total Maximum Daily Loads**

The SWPPP must include documentation supporting a determination of permit eligibility with regard to waters that have an approved total maximum daily load (TMDL) for a pollutant of concern, including:

- Identification of whether the discharge is identified, either specifically or generally, in an approved TMDL and any associated allocations, requirements, and assumptions identified for the discharge
- Summaries of consultation with TDEC on consistency of SWPPP conditions with the approved TMDL
- Measures taken to ensure that the discharge of pollutants from the site is consistent
  with the assumptions and requirements of the approved TMDL, including any specific
  wasteload allocation that has been established that would apply to the construction
  storm water discharge

The approved 2010 303(d) list includes TMDLs for pathogens in Hurricane Creek, Days Creek and Nonconnah Creek TN080121100711-2000 (all three are listed as water with unavailable parameters for Escherichia coli). No TMDLs for siltation have been developed for these three receiving water bodies, although Nonconnah is listed as water with unavailable parameters for loss of biological integrity due to siltation. Hurricane Creek is listed as water with unavailable parameters for low dissolved oxygen, total phosphorus, and other anthropogenic substrate alterations. All three receiving waters are listed as water with unavailable parameters for total phosphorus and other anthropogenic substrate alterations.

Because there is no current TMDL for any of the receiving streams that would apply construction storm water discharges from MEM, there are no additional requirements at this time.

# 6.4 Discharges to Water with Unavailable Parameters or Exceptional Tennessee Waters

Discharges that would cause measurable degradation of waters with unavailable parameters or that would cause more than de minimis degradation of Exceptional Tennessee Waters are not authorized by this permit. Because the discharges from MEM flow to receiving streams which are impaired for loss of biological integrity due to siltation, low dissolved oxygen, total phosphorus, and other anthropogenic substrate alterations, the following SWPPP requirements must be met per Section 6.4 of the permit, in addition to the other requirements mentioned throughout this SWPPP:

- SWPPP must certify that EPSC measure used at the site are designed to control stormwater runoff generated by a 5-year, 24-hour storm event
- SWPPP must be prepared by a qualifying by individuals with following qualifications:
  - o A licensed professional engineer or landscape architect;
  - o A Certified Professional in Erosion and Sediment Control; or
  - A person that has successfully completed the Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites course.

For an on-site outfall in a drainage area totaling five or more acres, a minimum sediment basin volume that will provide treatment for a calculated volume of runoff from a 5-year, 24 hour storm and runoff from each acre drained; or equivalent control measures as specified in the

Tennessee Erosion and Sediment Control Handbook, shall be provided until final stabilization of the site. The drainage area includes both disturbed and undisturbed portions of the site and areas adjacent to the site, all draining through a common outfall. Where an equivalent control measure is substituted for a sediment retention basin, the equivalency must be justified in the SWPPP narrative. Runoff from any undisturbed acreage should be diverted around the disturbed area and the sediment basin. Diverted runoff can be omitted from the volume calculation. Sediment storage expected from the disturbed areas must be included and a marker installed signifying when sediment accumulation has reduced the wet storage volume by 50%. In a case that sediment marker is damaged by the volume of water or sediment, a best professional judgement should be used in evaluating sediment basin capacity.

For an on-site outfall in a drainage area totaling 3.5 - 4.9 acres, a minimum sediment trap volume that will provide treatment for a calculated volume of runoff from a 5-year, 24-hour storm and runoff from each acre drained, is recommended until final stabilization of the site. A drainage area of 3.5 - 4.9 acres includes both disturbed and undisturbed portions of the site or areas adjacent to the site, all draining through the common outfall. Runoff from any undisturbed acreage should be diverted around the disturbed area and the sediment trap. Diverted runoff can be omitted from the volume calculation. Sediment storage expected from the disturbed areas must be included and a marker installed signifying when sediment accumulation has reduced the wet storage volume by 50%.

In the event TDEC finds that a discharger is complying with the SWPPP but contributing to the impairment of a receiving stream, the director will notify the discharger in writing that the discharge is no longer eligible for coverage under the general permit. The permittee may update the SWPPP and implement the changes designed to eliminate further impairment of the receiving stream. If the permittee does not implement the SWPPP changes within 7 days of receipt of notification, the permittee will be notified in writing that continued discharges must be covered by an individual permit. To obtain the individual permit, the operator must file an individual permit application. The project must be stabilized until such time as the SWPPP is redeveloped and the individual permit is issued. No earth-disturbing activities, except those necessary for stabilization, are authorized to continue until the individual permit is issued.

# 6.5 Water Quality Riparian Buffer Zone Requirements for Discharges into Waters With Unavailable Parameters or Exceptional Waters

A 60-foot natural riparian buffer zone adjacent to the receiving stream designated as waters with unavailable parameters shall be preserved, to the maximum extent practicable, during construction activities at the site. All three receiving streams are listed as waters with unavailable parameters for one or more reasons; however, the buffer zone requirement only applies to new construction sites.

For projects that could arise in the future that would be considered new construction, the water quality riparian buffer zone is required to protect waters of the state that are not wet weather conveyances (e.g., perennial and intermittent streams, rivers, lakes, wetlands) located within or immediately adjacent to the boundaries of the project, as identified using methodology from Tennessee's standard operating procedures for hydrologic determinations. Because of heavy sediment load associated with construction site runoff, water quality riparian buffers are not primary sediment control measures and should not be relied on as such. However, the primary purpose of water quality riparian buffers is additional pollutant removal. Stormwater discharges must enter the water quality riparian buffer zone as sheet flow, not as concentrated flow, where site conditions allow. Rehabilitation and enhancement of a natural buffer zone is allowed, if necessary, for improvement of to improve its effectiveness of protection of the waters of the state.

The water quality riparian buffer zone should be established between the top of stream bank and the disturbed construction area. The 60-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 30-feet at any measured location.

Every attempt should be made for construction activities not to take place within the water quality riparian buffer zone and for any existing forested areas to be preserved. Where it is not practicable to maintain a full water quality riparian buffer, BMPs providing equivalent protection to a receiving stream as a natural water quality riparian buffer zone may be used at a construction site. Such equivalent BMPs shall be designed to be as effective in reduction of sediment in storm water runoff as a natural buffer zone. Such equivalent BMPs are expected to be routinely used at construction projects typically located adjacent to surface waters. These

Comprehensive Storm Water Pollution Prevention Plan Memphis-Shelby County Airport Authority Memphis International Airport — Memphis, Tennessee June 2022

projects include, but are not limited to sewer line construction, roadway construction, utility line or equipment installation, greenway construction, construction of a permanent outfall, or a velocity dissipating structure, etc.

This requirement does not apply to any valid Aquatic Resource Alteration Permits or equivalent permits issued by federal authorities. Memphis and Shelby County have established a 25-foot buffer zone from the top of bank for impoundments, pools, lakes, and wetlands.

#### 7.0 SPILLS AND LEAKS

The discharge of hazardous substances or oil in the storm water discharge(s) from the site will be prevented or minimized. Appendix D includes spill response notification and response resources. TNR10-0000 and TNR15-0091 do not relieve the contractor of the reporting requirements of Title 40 of the Code of Federal Regulations (CFR) Part 117 and 40 CFR 302. Where a release containing a hazardous substance, fuel, or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR 117 or 40 CFR 302 occurs during a 24-hour period:

- 1. The contractor is required to notify the National Response Center (NRC) ([800] 424-8802) and the Tennessee Emergency Management Agency (emergencies: [800] 262-3300; non-emergencies: [800] 262-3400) in accordance with the requirements of 40 CFR 117 and 40 CFR 302 as soon as he or she has knowledge of the discharge.
- 2. The contractor shall submit to the TDEC Memphis Field Office, 8383 Wolf Lake Drive, Bartlett, Tennessee, 38133, within 14 calendar days of knowledge of the release a written description of the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, what actions were taken to mitigate effects of the release, and steps to be taken to minimize the chance of future occurrences.
- 3. This SWPPP must be modified within 14 calendar days of knowledge of the release to incorporate a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

Any spills or leaks of oils or other liquids will be promptly cleaned up and disposed properly regardless of their potential to be carried offsite by a storm event.

It should be noted that a reportable quantity of a fuel or other petroleum product is the quantity that will form a visible sheen (e.g., a very small quantity).

MSCAA's Manager of Environmental Services must be kept fully informed in a timely manner of all spills or leaks and the actions taken in response to them.

# Airport Spill Response Procedures

The general procedure for cleaning up spills or releases of potential pollutants at the MEM is as follows:

All spills and releases of potential pollutants that might contaminate storm water are to be completely contained upon discovery and the source of the spill is to be identified and halted immediately. The spilled material is to be cleaned up immediately. Personnel involved in the cleanup shall take precautions to protect personal health and safety, as outlined in the Safety Data Sheet (SDS) for the spilled substance. The spilled material and all disposable, contaminated cleanup equipment shall be disposed in the appropriate containers. Non-disposable cleanup equipment shall be thoroughly cleaned, with precautions taken to not spread contamination.

Responsible personnel must be informed of any spills or releases that occur at the facility. It is their responsibility to see that the release reporting requirements, detailed in Appendix D of this SWPPP, are followed, as applicable. Following a spill or release, the responsible personnel also have the responsibility for evaluating whether changes are needed in pollution prevention plans for the construction site and for implementing necessary modifications.

#### 8.0 RISK IDENTIFICATION AND SUMMARY OF POTENTIAL POLLUTANT SOURCES

# 8.1 Construction Activity

All outfalls will be protected with erosion control devices to prevent sediment from leaving the construction site. Additionally, there will be upstream structural controls, such as ditch blocks, and nonstructural controls, such as sodding, in place.

# 8.2 Spills and Leaks

Any spills or leaks of oils or other liquids on the construction site will be promptly cleaned up and disposed properly.

Construction site plans will denote the locations of all known underground fuel lines, storage tanks, and other utilities at the site. Previous ruptures of fuel lines have occurred during construction due to unknown, unmarked fuel line and vent pipe locations. Work has been conducted to mark all fuel line locations; however, if construction encounters a suspect stand pipe, possibly denoting the location of a vent pipe for an unmarked underground fuel line, work will stop in the immediate area until the pipe can be investigated and measures taken to ensure that any potential for a spill or leak has been mitigated.

#### 8.3 Soil Stockpiles

Designated stockpile areas and other construction and waste materials to be stored onsite or in support areas will have erosion controls in place to prevent pollution. BMPs will be implemented for each site.

#### 8.4 Construction Debris

Designated stockpile areas and other construction and waste materials to be stored onsite or in support areas will have erosion controls in place to prevent pollution. BMPs will be implemented for each site.

#### 8.5 Hauling

Offsite vehicle tracking of sediments will be minimized. Dust control is mandated by the MSCAA and frequent sprinkling of traffic areas is required. Airport roads, taxiways, ramps, and runways that become tracked with soil or sediment are promptly cleaned with mechanical sweepers. BMPs will be implemented for each site.

# 8.6 Construction Equipment Storage and Maintenance

Construction equipment and contractor vehicles may be stored at the support areas. Inspections for leaking vehicles will be made periodically (weekly) and repairs will be made promptly. Routine maintenance, such as oil changes, filter changes, greasing, and minor repair may be conducted at support areas. Equipment is to be taken offsite for major repairs. No oil containers or other liquids are to be stored at the support area. Any spills of oils or other liquids at the support area will be promptly cleaned up and disposed of properly. Fuel stored onsite will be contained in certified fuel tanks equipped with self-contained secondary containment. BMPs will be implemented for each site.

# 8.7 Onsite Waste Disposal

No wastes will be disposed at the construction site or the support area. All wastes will be transported offsite for proper disposal.

#### 9.0 MANAGEMENT OF POST-CONSTRUCTION RUNOFF

Due to the adequacy of the existing storm water management (collection and transport) systems, additional storm water management practices are not necessarily due to the new construction at this site.

The MSCAA and its construction project engineers will review the construction plans for each construction project to assess the necessity for additional storm water management practices related to increased impervious area.

#### 10.0 RECORD KEEPING AND INTERNAL REPORTING PROCEDURES

The contractor responsible for each construction site will keep records of incidents such as spills or other discharges, along with other information describing the quality and quantity of storm water discharges. Records of spills, inspections, and maintenance activities will be maintained with the SWPPP.

MSCAA shall retain copies of the SWPPP and all reports required by this permit and records of all data used to complete the NOI for each construction site to be covered by TNR10-0000 and TNR15-0091, for a period of at least 3 years from the date the NOT is filed. This period may be extended by written request of TDEC.

Each contractor must retain a copy of the SWPPP (which includes TNR10-000 as Appendix B) at the construction site or other local location accessible to TDEC from the date construction commences to the date of final stabilization and submission of the NOT. The contractors with day-to-day operational control over pollution prevention plan implementation shall have a copy of the site plan available at a central location onsite for the use of all contractors and those identified as having responsibilities under the site plan whenever they are on the construction site. Once coverage is terminated, the permittee must maintain a copy of all records for a period of 3 years.

The contractor shall post a notice at the MSCAA Project Center with the following information:

- A copy of the NOC with the NPDES permit tracking number for the construction project;
- Name, company name, e-mail address (if available), telephone number and address of the project site owner/operator or a local contact person;
- A brief description of the project; and
- The location of the SWPPP.

The notice must be maintained in a legible condition. If posting this information near a main entrance is infeasible due to safety concerns, or not accessible to the public, the notice shall be posted in a local public building.

The contractor shall also retain following items/information in an appropriate location onsite:

- A rain gauge;
- A copy of twice-weekly inspection reports;
- A documentation of site assessments; and
- A copy of the site inspector's Fundamentals of Erosion Prevention and Sediment Control Level 1 certification.
- Records of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated

# 11.0 STORM WATER POLLUTION PREVENTION PLAN ADMINISTRATION

#### 11.1 Signature Requirements

All NOIs shall be signed as follows:

For a municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of the U.S. Environmental Protection Agency [USEPA]).

Storm water pollution prevention plans, reports, certifications or other information submittals shall be signed by a person described above or by a duly authorized representative of that person.

A person is a duly authorized representative only if:

- The authorization is made in writing by a person described in the previous paragraphs and submitted to TDEC.
- The authorization specifies either an individual or a position having responsibility for the
  overall operation of the regulated facility or activity, such as the position of manager,
  contractor, superintendent, or position of equivalent responsibility or an individual or
  position having overall responsibility for environmental matters for the company. (A
  duly authorized representative may thus be either a named individual or any individual
  occupying a named position).
- If an authorization under this section is no longer accurate because a different contractor has responsibility for the overall operation of the construction site, a new NOI satisfying the requirements of this section must be submitted to the state prior to, or together with, any reports, information, or applications to be signed by an authorized representative.

# 11.2 Availability, State Review, and Modification of the SWPPP

This SWPPP will be maintained by the contractor at the construction site trailer. A copy of the SWPPP has been submitted to the state for review and approval, as required by TNR10-0000 and TNR15-0091. This SWPPP shall be modified, if required by TDEC.

#### 11.3 Storm Water Pollution Prevention Plan Update

This SWPPP applies to specific construction projects at MEM and will be modified whenever:

- There is a change in the scope of the project that would be expected to have a significant effect on the discharge of pollutants to the waters of the state and that has not otherwise been addressed in the SWPPP.
- Inspections or investigations by site operators, local, state, or federal officials indicate
  the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants, or
  is otherwise not achieving the general objectives of controlling pollutants in storm water
  discharges associated with construction activity.
- Any new operator (typically contractor and/or subcontractor) has been identified as needed to reflect operational or design control that will implement a measure of the SWPPP.
- Measures need to be included to prevent a negative impact to legally protected federal or state-listed fauna or flora (or species proposed for such protection).

Amendments to the SWPPP may be reviewed by the TDEC, the City of Memphis, or an authorized regulatory agency. In the event that a release of a reportable quantity of hazardous substances or oil occurs, this SWPPP will be reviewed. The review will identify measures to prevent the recurrence of such releases, and the SWPPP will be modified where appropriate to include these measures. In accordance with state regulations, all revisions and/or modifications to the SWPPP will be reviewed and certified by an official of MSCAA who meets the signatory requirements as previously described.



# Memphis-Shelby County Airport Authority COMPREHENSIVE STORM WATER POLLUTION PREVENTION PLAN

For Contractors Performing
Construction Activities at the
Memphis International Airport
Under Permits TNR10-0000 and TNR15-0091

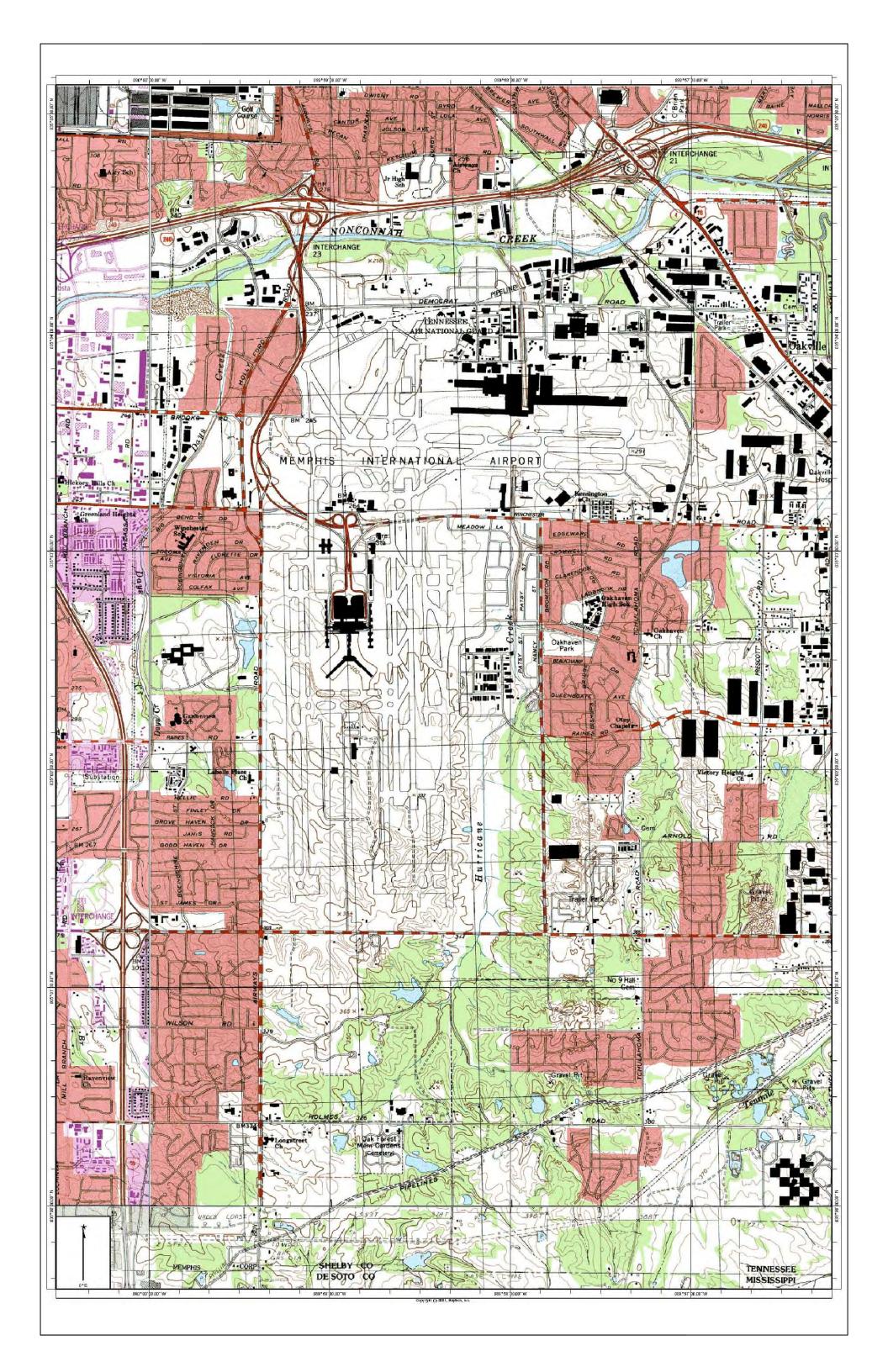
# **Comprehensive Storm Water Pollution Prevention Plan**

**Appendix A: Figures** 

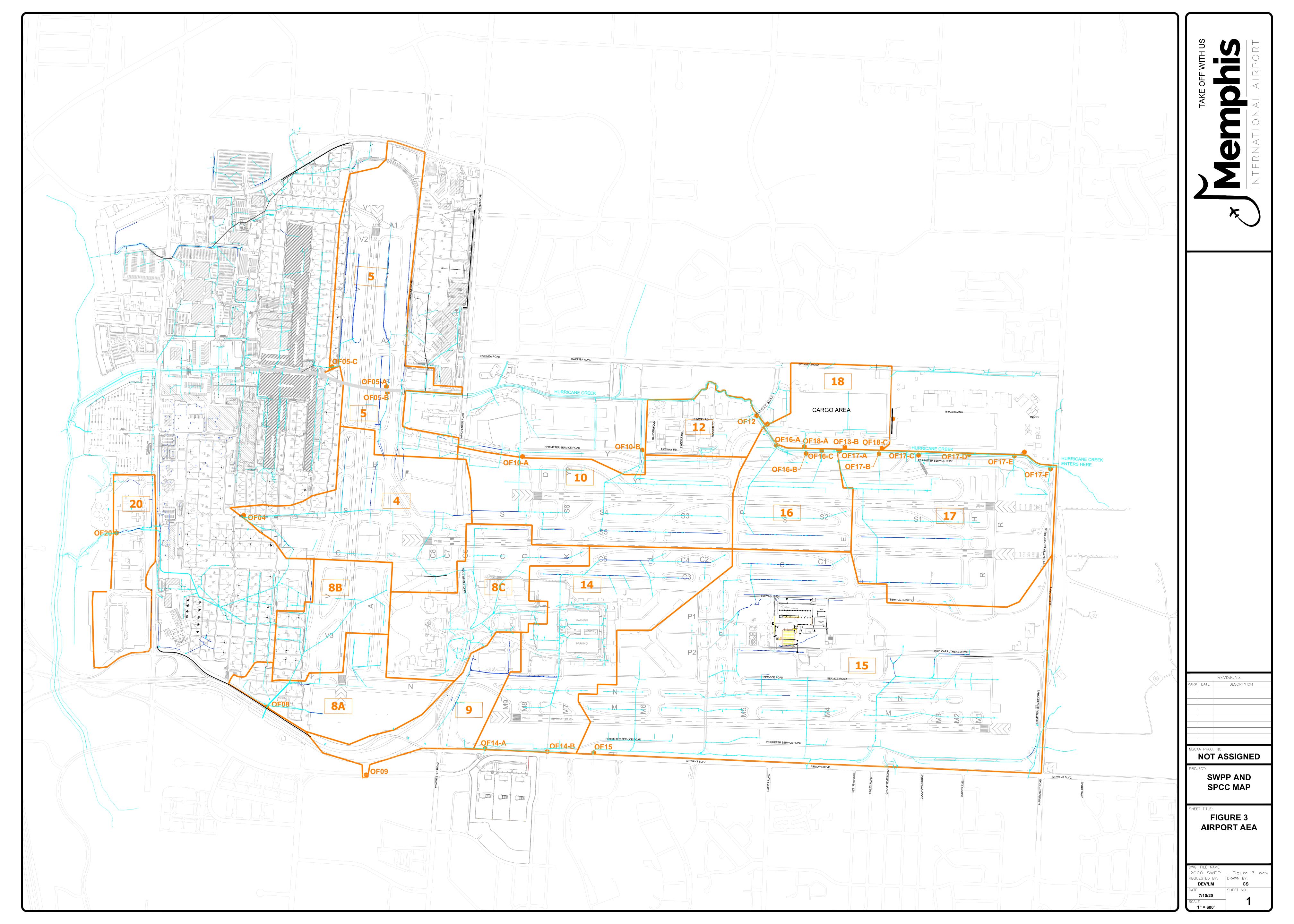
**Appendix B: Permit and Forms** 

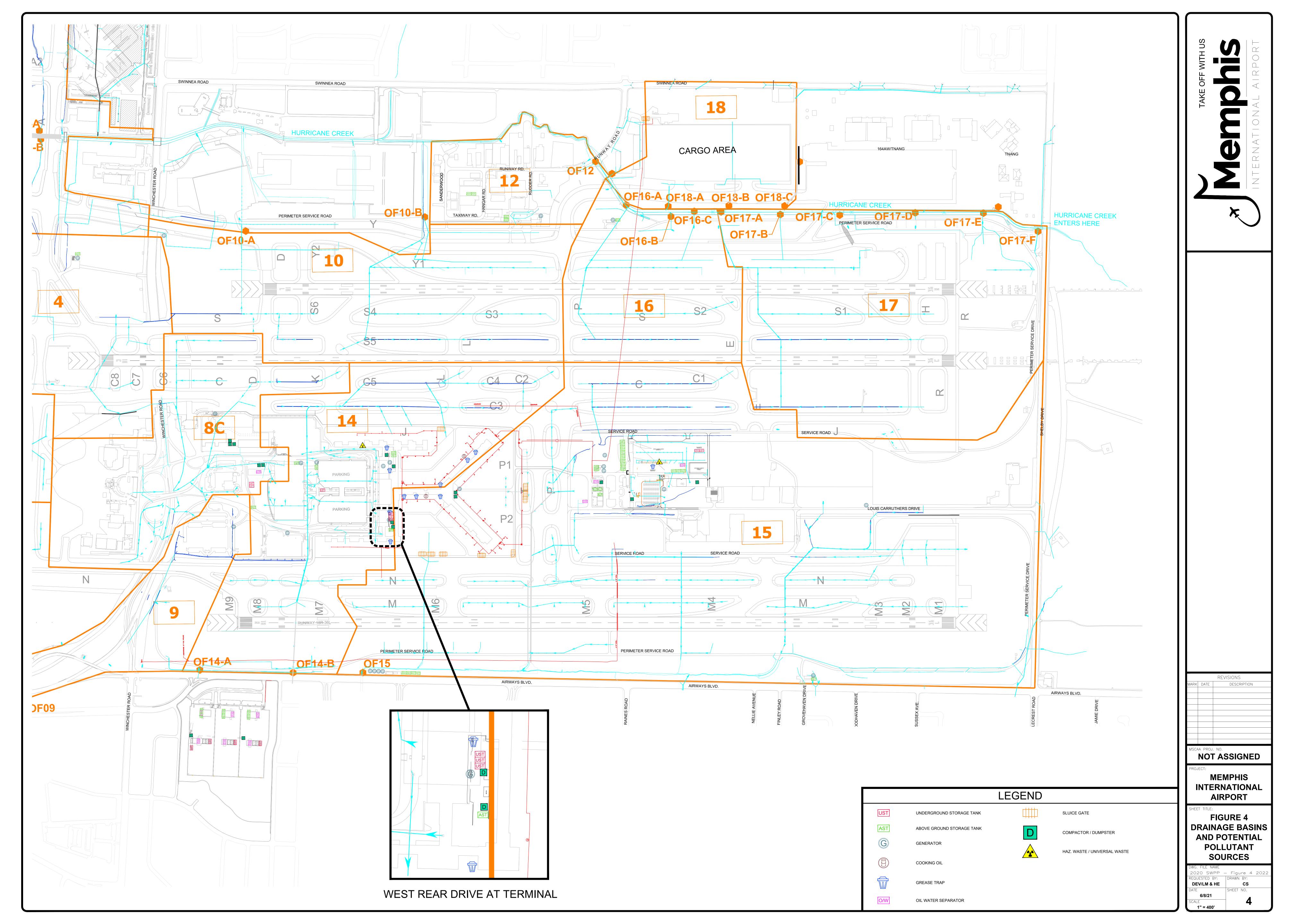
Appendix C: Best Management Practices Appendix D: Spill Response Notification Appendix E: Site Specific Information

Version 5 June 2022











# Memphis-Shelby County Airport Authority COMPREHENSIVE STORM WATER POLLUTION PREVENTION PLAN

For Contractors Performing
Construction Activities at the
Memphis International Airport
Under Permits TNR10-0000 and TNR15-0091

**Comprehensive Storm Water Pollution Prevention Plan** 

**Appendix A: Figures** 

**Appendix B: Permit and Forms** 

**Appendix C: Best Management Practices Appendix D: Spill Response Notification** 

Version 5
June 2022



### **National Pollutant Discharge Elimination System (NPDES)**

## **General Permit for Discharges of Stormwater Associated with Construction Activities**

#### **Permit Number TNR100000**

Issued by

Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

Under authority of the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.) and the authorization by the United States Environmental Protection Agency under the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.) and the Water Quality Act of 1987, P.L. 100-4, including special requirements as provided in Subpart 6.4 of this general permit, operators of point source discharges of stormwater associated with construction activities into waters of the State of Tennessee, are authorized to discharge stormwater associated with construction activities in accordance with the following permit monitoring and reporting requirements, effluent limitations, and other provisions as set forth in parts 1 through 10 herein, from the subject outfalls to waters of the State of Tennessee.

This permit is issued on: **September 27, 2021** 

This permit is effective on: October 1, 2021

This permit expires on: **September 30, 2026** 

for Jennifer Dodd Director

CN-0759 RDA 2366

#### Tennessee General Permit No. TNR100000 Stormwater Discharges Associated with Construction Activities

#### Table of Contents

PART	1			
1.	COVERAGE UNDER THIS GENERAL PERMIT			
	1.1. F	PERMIT AREA		
	1.2.	DISCHARGES COVERED BY THIS PERMIT		
	1.2.1.	Stormwater Discharges Associated with Construction Activities		
	1.2.2.	Stormwater Discharges Associated with Construction Support Activities		
	1.2.3.	Non-Stormwater Discharges Authorized by this Permit		
	1.2.4.	Other NPDES-Permitted Discharges	3	
	1.3. l	LIMITATIONS ON COVERAGE	3	
	1.4.	OBTAINING PERMIT COVERAGE		
	1.4.1.	Notice of Intent (NOI)		
	1.4.2.	Stormwater Pollution Prevention Plan (SWPPP)	6	
	1.4.3.	Permit Application Fee		
	1.4.4.	Submittal of Documents to Local Municipalities	8	
	1.4.5.	Permit Coverage Through a Qualifying Local Program (QLP)	8	
		NOTICE OF COVERAGE		
	1.5.1.	Permit Tracking Numbers		
	1.5.2.	Notice of Coverage (NOC)	g	
PART	2			
2.	CONSTRUCTION SITE OPERATORS		11	
	2.1. TYPES OF OPERATORS		12	
	2.1.1.	Owner/Developer	11	
	2.1.2.	Commercial Builders	12	
	2.1.3.	Contractors	12	
	2.2. I	RESPONSIBILITIES OF OPERATORS	12	
	2.2.1.	Permittees with Design Control	13	
	2.2.2.	Permittees with Day-to-Day Operational Control	13	
PART	3			
3.	NOTICE OF INTENT (NOI) REQUIREMENTS			
	3.1.	NOI SUBMITTAL	15	
	3.1.1.	Who Must Submit an NOI?	15	
	3.1.2.	Existing Sites	15	
	3.1.3.	New Sites or New Phases of Existing Sites	15	
	3.1.4.	New Operators	16	
	3.1.5.	Late NOIs	16	
	3.1.6.	Who Must Sign the NOI?	17	
	3.2. FORMAT AND CONTENT OF THE NOI FORM			
	3.2.1.	NOI Form	17	
	3.2.2.	Construction Site Map	17	
	3.3. WHERE AND HOW TO SUBMIT AN APPLICATION		18	
	3.3.1.	Traditional Submittal		
	3.3.2.		18	
	2.4	TORC FAILURONNAFAITAL FIELD OFFICES (FEOS) AND CORRESPONDING COLINITIES	10	

#### PART 4

4.	CONSTRUCTION AND DEVELOPMENT EFFLUENT GUIDELINES	
	4.1. NON-NUMERIC EFFLUENT LIMITATIONS	20
	4.1.1. Erosion prevention and sediment controls	20
	4.1.2. Water Quality Riparian Buffer Zone Requirements	
	4.1.2.1. Water quality riparian buffer zone exemption based on existing uses	
	4.1.2.2. Pre-approved sites	
	4.1.3. Dewatering	
	4.1.4. Pollution Prevention Measures	
	4.1.5. Prohibited Discharges	23
PART 5		
5.	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS	
	5.1. THE GENERAL PURPOSE OF THE SWPPP	
	5.2. QUALIFICATION REQUIREMENTS	
	5.3. SWPPP PREPARATION AND COMPLIANCE	
	5.3.1. Existing Sites	
	5.3.2. New Sites or New Phases of Existing Sites	
	5.3.3. Signature Requirements	
	5.3.4. SWPPP Availability	
	5.4. KEEPING SWPPP CURRENT	
	5.4.1. SWPPP Modifications	
	5.5. COMPONENTS OF THE SWPPP	
	5.5.1. SWPPP Narrative	
	5.5.2. SWPPP and EPSC plans	
	5.5.3. Erosion Prevention and Sediment Controls (EPSC)	
	5.5.3.1. General criteria and requirements	
	5.5.3.2. Construction phasing	
	5.5.3.3. Projects Exceeding 50 acres of Disturbance	
	5.5.3.4. Stabilization practices	
	5.5.3.5. Structural practices	
	5.5.3.6. Stormwater management	
	5.5.3.7. Other items needing control	
	5.5.3.8. Site Assessments	
	5.5.3.9. Inspections	
	5.5.3.10. Inspector qualifications	
	5.5.3.11. Schedule of inspections	
	5.5.3.12. Pollution prevention measures for non-stormwater discharges	39
PART 6		
6.	SPECIAL CONDITIONS, MANAGEMENT PRACTICES, AND OTHER NON-NUMERIC LIMITATIONS	
	6.1. RELEASES IN EXCESS OF REPORTABLE QUANTITIES	
	6.2. SPILLS	_
	6.3. DISCHARGE COMPLIANCE WITH STATE WATER QUALITY STANDARDS	
	6.3.1. Violation of water quality standards	
	6.3.2. Discharge quality	
	6.4. DISCHARGES INTO WATERS WITH UNAVAILABLE PARAMETERS OR EXCEPTIONAL TENNESSEE WATERS	
	6.4.1. SWPPP/BMP Requirements	
	6.4.2. Water Quality Riparian Buffer Zone Requirements	42
PART 7		
7.	RETENTION, ACCESSIBILITY AND SUBMISSION OF RECORDS	44
	7.1. DOCUMENTS	
	7.2. ACCESSIBILITY AND RETENTION OF RECORDS	
	7.2.1. Posting Information at the Construction Site	
	7.3. ELECTRONIC SUBMISSION OF DOCUMENTS	45

	7.3.1.	Monitoring Results	46		
PART 8	3				
8.	STANDA	RD PERMIT CONDITIONS	47		
0.	8.1. DUTY TO COMPLY				
	8.1.1.	Duty to Comply			
	8.1.2.	Penalties			
	8.1.3.	Civil and criminal liability			
	8.1.4.	Liability Under State Law			
		CONTINUATION OF THE EXPIRED GENERAL PERMIT			
		NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE			
		DUTY TO MITIGATE			
		DUTY TO PROVIDE INFORMATION			
		OTHER INFORMATION			
		SIGNATORY REQUIREMENTS			
	8.7.1.	Signatory Requirements for an NOI			
	8.7.2.	Signatory Requirements for SWPPPs, Reports and Other Items			
	8.7.3.	Duly Authorized Representative			
	8.7.4.	Changes to Authorization			
	8.7.5.	Signatory Requirements for Primary Permittees			
	8.7.6.	Signatory Requirements for Secondary Permittees			
		OIL AND HAZARDOUS SUBSTANCE LIABILITY			
		PROPERTY RIGHTS.			
		SEVERABILITY	_		
		NDIVIDUAL PERMITS			
		. Required Individual Permit Coverage			
		Permittee-Requested Individual Permit Coverage			
		. General Permit Termination			
		OTHER, NON-STORMWATER, PROGRAM REQUIREMENTS			
		PROPER OPERATION AND MAINTENANCE			
		Inspection and Entry			
		PERMIT ACTIONS			
PART 9	)				
9.	REQUIRE	MENTS FOR TERMINATION OF COVERAGE			
		TERMINATION OF DEVELOPER AND BUILDER COVERAGE			
	9.1.1.				
	9.1.2.	NOT Review			
		TERMINATION OF BUILDER AND CONTRACTOR COVERAGE			
		Termination Process for Secondary Permittees			
		NOT CERTIFICATION			
	9.4.	WHERE TO SUBMIT A NOT?	58		
PART 1	.0				
10.	DEFIN	IITIONS, ACRONYMS AND RESOURCES	59		
		Definitions			
		Acronyms and Abbreviations			
		Resources, Hyperlinks, and Web Pages			
APPEN	DIX A – N	OTICE OF INTENT FORM (NOI)			
		OTICE OF TERMINATION FORM (NOT)			
		ISPECTION REPORT FORM			



#### PART 1

#### 1. COVERAGE UNDER THIS GENERAL PERMIT

#### 1.1. PERMIT AREA

The construction general permit (CGP) covers all areas of the State of Tennessee.

#### 1.2. DISCHARGES COVERED BY THIS PERMIT

#### 1.2.1. Stormwater Discharges Associated with Construction Activities

Discharge of stormwater associated with construction activity, as used in this permit, refers to stormwater point source discharges from areas where soil disturbing activities, or associated construction support activities (see Section 1.2.2) are located. Soil disturbing activities include but are not limited to clearing, grading, grubbing, filling and excavation.

This permit authorizes <u>stormwater point source discharges</u> from construction activities that result in <u>soil</u> disturbances of one or more acres. <u>Soil</u> disturbances of less than one acre are required to obtain authorization under this permit if construction activities are part of a larger <u>common plan of development or sale</u> that comprises at least one acre of cumulative land disturbance. One or more site <u>operators</u> must maintain coverage under this permit for all portions of a site that have not been permanently stabilized.

Projects of less than one acre of total land disturbance require authorization under this permit if:

- a) the <u>director</u> has determined that the <u>stormwater discharge</u> from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
- b) the <u>director</u> has determined that the <u>stormwater discharge</u> is, or is likely to be a significant contributor of pollutants to <u>waters</u> of the state¹; or
- c) changes in state or federal rules require sites of less than one acre that are not part of a larger <u>common plan of development or sale</u> to obtain a <u>stormwater discharge</u> permit.

¹ "Significant contributor of pollutants to waters of the state" means any discharge containing pollutants that are reasonably expected to cause or contribute to a violation of a water quality criteria or receiving stream designated uses.



#### 1.2.2. Stormwater Discharges Associated with Construction Support Activities

This permit also authorizes <u>stormwater discharges</u> from support activities associated with a permitted construction activity. Support activities may include concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas and borrow areas. Support activities are authorized provided <u>all</u> of the following conditions are met:

- a) The support activity is related to a construction activity that is covered under this general permit.
- b) The <u>operator</u> of the support activity is the same as the <u>operator</u> of the construction activity.
- c) The support activity is not a commercial operation serving multiple unrelated construction projects by different <u>operators</u>.
- d) The support activity does not operate beyond the completion of the construction activity of the last construction project it supports.
- e) Support activities are identified in the Notice of Intent (NOI) and the Stormwater Pollution Prevention Plan (SWPPP). The appropriate erosion prevention and <u>sediment</u> controls and measures applicable to the support activity shall be described in a site-wide <u>SWPPP</u> covering all <u>discharges</u> from the support activity areas.

This permit does not authorize any process (dry weather) wastewater <u>discharges</u> from support activities. Process (dry weather) wastewater <u>discharges</u> from support activities must be authorized by an individual permit or other appropriate general permit.

TDOT projects shall be addressed in the *Waste and Borrow Policy*. Stormwater discharges associated with support activities that have been issued a separate individual permit or an alternative general permit are not authorized by this general permit.

#### 1.2.3. Non-Stormwater Discharges Authorized by this Permit

The following non-stormwater discharges from site-wide SWPPP areas of permitted construction activities are authorized by this permit provided the non-stormwater component of the discharge is in compliance with Subsection 5.5.3.12:

a) Dewatering of collected <u>stormwater</u> and groundwater, discharged in accordance with section 4.1.3.



- b) <u>Waters</u> used to wash dust and <u>soils</u> from vehicles where detergents are not used and detention and/or filtering is provided before the water leaves site. Wash removal of process materials such as oil, asphalt or concrete is not authorized.
- c) Water used to control dust in accordance with Section 5.5.3.7.
- d) Potable water sources, including waterline flushings, from which chlorine has been removed to the maximum extent practicable.
- e) Routine external building washdown that does not use detergents or other chemicals.
- f) Uncontaminated, non-turbid groundwater or spring water.
- g) Foundation or footing drains where flows are not contaminated with pollutants (e.g., lubricants and fluids from mechanized equipment, process materials such as solvents, heavy metals, etc.).
- h) Discharges from emergency fire-fighting activities.
- i) Fire hydrant flushings.
- i) Landscape irrigation.
- k) Pavement wash waters, provided spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used.
- l) Uncontaminated air conditioning or compressor condensate.

All non-stormwater discharges authorized by this permit must be free of <u>sediment</u> and other solids, must not cause erosion of <u>soils</u>, and must not result in <u>sediment</u> or erosion impacts to receiving <u>streams</u>.

#### 1.2.4. Other NPDES-Permitted Discharges

<u>Discharges</u> of <u>stormwater</u> or wastewater authorized by and in compliance with a different NPDES permit may be mixed with <u>discharges</u> authorized by this permit.

#### 1.3. LIMITATIONS ON COVERAGE

Except for <u>discharges</u> from support activities, as described in Section 1.2.2 and non-<u>stormwater discharges</u> listed in Section 1.2.3, all <u>discharges</u> covered by this permit shall be composed entirely of <u>stormwater</u>. This permit does not authorize the following <u>discharges</u>:

a) <u>Post-construction discharges</u> - <u>Stormwater discharges</u> associated with permanent <u>stormwater</u> management structures after construction



- activities have been completed, the site has undergone <u>permanent</u> <u>stabilization</u> and the coverage under this permit has been terminated.
- b) <u>Discharges mixed with non-stormwater</u> <u>Discharges</u> that are mixed with sources of non-<u>stormwater</u>, other than <u>discharges</u> which are identified in Section 1.2.4 and in compliance with Subsection 5.5.3.12 of this permit.
- c) <u>Discharges covered by another permit</u> <u>Discharges</u> associated with construction activities that have been issued an individual permit in accordance with Subpart 8.11.
- d) <u>Discharges threatening water quality</u> <u>Discharges</u> from construction sites that the <u>director</u> determines will cause or has the reasonable potential to cause or contribute to violations of water quality standards. Where such a determination has been made, <u>the division</u> will notify the discharger in writing that an individual permit application is necessary as described in Subpart 8.11. The division may authorize coverage under this permit after appropriate controls and implementation procedures have been included in the SWPPP that are designed to bring the discharge into compliance with water quality standards.
- e) <u>Discharges into waters with unavailable parameters</u> <u>Discharges to waters with unavailable parameters</u> that would cause <u>measurable degradation</u> of water quality for the parameter that is unavailable; or that would cause additional loadings of <u>unavailable parameters</u> that are bioaccumulative or that have criteria below method detection levels. <u>Waters with unavailable parameters</u> means any segment of surface waters that has been identified by <u>the division</u> as failing to support its designated classified uses. A discharge that complies with the additional requirements set forth in Subpart 6.4 is not considered to cause <u>measurable degradation</u> of <u>waters with unavailable parameters</u>, unless the <u>division</u> determines upon review of the <u>SWPPP</u> that there is a reason to limit coverage as set forth in Subpart 1.3(d) and the SWPPP cannot be modified to bring the site into compliance.
- f) <u>Discharges into Outstanding National Resource Waters</u> <u>Discharges</u> into waters that are designated by the Water Quality Control Board as Outstanding National Resource Waters (ONRW) pursuant to Tennessee Rules, Chapter 0400-40-03-.06(5), except activities conducted by, or on behalf of, the National Park Service on its own lands.
- g) <u>Discharges into Exceptional Tennessee Waters</u> <u>Discharges</u> that would cause more than <u>de minimisDE MINIMIS</u> <u>degradation</u> of water quality for any available parameter in waters designated by TDEC as <u>Exceptional Tennessee Waters</u>. A discharge that complies with the additional requirements set forth in Subpart 6.4 is not considered to cause more than <u>de minimis degradation</u> of available parameters unless <u>the division</u> determines upon review of the SWPPP that there is a reason to limit



- coverage as set forth in Subpart 1.3(d)) and the SWPPP cannot be modified to bring the site into compliance.
- h) <u>Discharges not protective of aquatic or semi-aquatic threatened and endangered species, species deemed in need of management or special concern species Discharges or discharge-related activities that are likely to jeopardize the continued existence of listed or proposed threatened or endangered aquatic species, or their critical habitat, under the Endangered Species Act (ESA), or other applicable state law or rule.</u>

<u>Discharges</u> or conducting <u>discharge-related activities</u> that will cause a prohibited "<u>take</u>" of federally listed aquatic species (as defined under Section 3 of the ESA and 50 CFR §17.3) unless such <u>take</u> is authorized under Sections 7 or 10 of the ESA.

<u>Discharges</u> or conducting <u>discharge-related activities</u> that will cause a prohibited "<u>take</u>" of state listed aquatic species², unless such <u>take</u> is authorized under the provisions of T.C.A. § 70-8-106(e).

- i) <u>Discharges from a new or proposed mining operation</u> <u>Discharges</u> from new or proposed mining operations are not authorized.
- j) <u>Discharges into waters with an approved Total Maximum Daily Load Discharges</u> of a pollutant to waters for which there is an <u>EPA</u>-approved or established total maximum daily load (<u>TMDL</u>) for that pollutant, unless the SWPPP incorporates measures or controls consistent with the assumptions and requirements of the <u>TMDL</u>.

Any discharge of <u>stormwater</u> or other fluids to groundwater via an <u>improved sinkhole</u> or injection well requires a Class V Underground Injection Control authorization by rule, or an individual permit under the provisions of Tennessee Rules, Chapter 0400-45-06.

#### 1.4. OBTAINING PERMIT COVERAGE

A complete <u>NOI</u>, Stormwater Pollution Prevention Plan (SWPPP) and application fee³ are required to obtain coverage under this general permit. **Submitting for coverage under this permit means that an applicant has examined a copy of** 

² As defined in the Tennessee Wildlife Resources Commission Proclamation, Endangered or Threatened Aquatic Species, and in the Tennessee Wildlife Resources Commission Proclamation, Wildlife in Need of Management.

³ Any reference to an "application" in this permit should be considered equivalent to the phrase "complete NOI, SWPPP and application fee"



this permit and thereby acknowledged the applicant's claim of ability to comply with permit terms and conditions.

#### 1.4.1. Notice of Intent (NOI)

<u>Operators</u> wishing to obtain coverage under this permit must submit a complete <u>NOI</u> in accordance with Part 3, using the <u>NOI</u> form provided in <u>Appendix A</u> of this permit. Electronic submittal is encouraged (see <u>NPDES Electronic Reporting</u> for more information). The division may review <u>NOI</u>s and SWPPPs for completeness and accuracy and, when deemed necessary, investigate the proposed project for potential impacts to the waters of the state. Absent extraordinary circumstances, NOCs should be issued within 30 days of NOI submittal, unless the division has responded to the <u>operator</u> within that time requesting additional information. Permittees must obtain all required local authorizations related to stormwater management (see Section 1.4.4).

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

Operators wishing to obtain coverage under this permit must submit a site-specific SWPPP with the NOI, or sign and certify an existing site-specific SWPPP. The SWPPP shall address all of the operators' construction-related activities from the date construction commences to the date of termination of permit coverage, to the maximum extent practicable. The SWPPP must address the total acreage planned to be disturbed, including any associated construction support activities (see Section 1.2.2). The SWPPP must be developed, implemented and updated according to the requirements in Part 5 and Section 6.4.1. The SWPPP must be implemented prior to commencement of construction activities.

Preparation and implementation of the SWPPP may be a cooperative effort with all <u>operators</u> at a site. New <u>operators</u> with design and operational control of their portion of the construction site are expected to adopt, modify, update and implement their portion of the SWPPP. Alternatively, permittees at the site may develop and submit a SWPPP addressing only their portion of the project, as long as the proposed Best Management Practices (<u>BMPs</u>) are compatible with the previously submitted <u>SWPPPs</u>, as updated, and complying with conditions of this general permit.

SWPPPs must be updated or addended if site activities diverge significantly from those indicated in the initial SWPPP. A copy of the most recent version of the SWPPP must be available at the site.



Site <u>operators</u> who are building single family residences on at-grade lots (see Section 2.1.2) and who are submitting an application for coverage under this permit, may complete and submit Form CN-1249, the Stormwater Pollution Prevention Plan (SWPPP) for Single Family Residential Homebuilding Sites. This SWPPP template is available on our website at:

http://tdec.tn.gov/etdec/DownloadFile.aspx?row_id=CN-1249.

Form CN-1249 is not appropriate if significant grading of the lot or lots is necessary.

#### 1.4.3. Permit Application Fee

The permit application fee should accompany the applicant's <u>NOI</u> form. The fee is based on the <u>total acreage planned to be disturbed</u> by an entire construction project for which the applicant is requesting coverage, including any associated construction support activities (see Section 1.2.2). The applicant may present documentation of areas in the project that will not be subject to disturbance at any time during the life of the project and have these areas excluded from the fee calculation.

The application fees shall be as specified in Tennessee Rules, Chapter 0400-40-11. The application will be deemed incomplete until the appropriate application fee is paid in full. Checks for the appropriate fee should be made payable to "Treasurer, State of Tennessee." Electronic payment methods, if made available by the State of Tennessee, are acceptable and are encouraged. The following conditions apply:

- a) If <u>stormwater discharges</u> from the site or acreage to be disturbed was previously authorized by a CGP, but coverage has been since terminated, a primary <u>operator</u> must submit a new application for coverage under the CGP.
- b) A new primary <u>operator</u> seeking subsequent coverage under an actively permitted activity must submit the subsequent coverage fee to obtain coverage under an active NOC.
- c) Acreage additions up to 10% of the original plan area, but not to exceed a total of 5 acres, and other minor modifications of the original plan do not require separate NOI submittal. These minor additions require submittal of a plan indicating the additional area(s) of disturbance, the total acreage to be disturbed, and the updated SWPPP. The permittee is responsible for thoroughly and accurately identifying all waterbodies (including wetlands and streams) located on the added acreage and to provide a determination of the water's status if not previously provided. An additional fee and



updated NOI are required only if the total acreage of disturbance would require a higher fee than originally paid, and then only the difference is due. New acreage disturbances cannot be added as previously disturbed acreage is stabilized, to create a 'rolling' total of disturbance. Iterative changes that would create cumulative impact exceeding 10% of the original plan area, or a total of 5 acres require submittal of updated NOI and SWPPP to the division.

d) In addition to the application fee, an annual maintenance fee applies per Tennessee Rules, Chapter 0400-40-11-.02(12)(i).

#### 1.4.4. Submittal of Documents to Local Municipalities

Some permittees may discharge <u>stormwater</u> through an NPDES-permitted municipal separate storm sewer system (<u>MS4</u>) who are not exempted in Section 1.4.5. These permittees are encouraged to coordinate with the local MS4 authority prior to submitting an NOI to <u>the division</u>. Permitting status of all permittees covered, or previously covered, under this general permit as well as the most current list of all <u>MS4</u> permits is available at:

http://tn.gov/environment/article/tdec-dataviewers.

Permittees must obtain all necessary authorizations pursuant to provisions of any local ordinances that apply to construction activities, and permittees are expected to comply with any additional erosion prevention, sediment control, and construction stormwater management measures required by a local municipality, county or permitted MS4 program.

#### 1.4.5. Permit Coverage Through a Qualifying Local Program (QLP)

Coverage equivalent to coverage under this general permit may be obtained from a qualifying local erosion prevention and <u>sediment</u> control <u>MS4</u> program. A Qualifying Local Program (QLP) is a municipal <u>stormwater</u> program implemented for <u>stormwater</u> discharges associated with construction activity that has been formally approved by <u>the division</u>. More information about Tennessee's <u>QLP</u> program and <u>MS4</u> participants can be found at:

https://www.tn.gov/environment/permit-permits/water-permits1/npdes-permits1/npdes-stormwater-permitting-program/tennessee-qualifying-local-program.html.

If a construction site is within the jurisdiction of, and has obtained a notice of coverage from, a <u>QLP</u>, the <u>operator</u> is authorized to discharge <u>stormwater</u> <u>associated with construction activity</u> under this general permit without the submittal of an application to <u>the division</u>. Permitting of <u>stormwater</u> runoff from



construction sites from federal or state agencies (e.g., Tennessee Department of Transportation and Tennessee Valley Authority) and the local <u>MS4</u> program itself will remain solely under the authority of TDEC.

The division may require any operator located within the jurisdiction of a QLP to obtain permit coverage directly from the division. The operator shall be notified in writing by the division that coverage by the QLP is no longer applicable and how to obtain coverage under this permit.

#### 1.5. NOTICE OF COVERAGE

#### 1.5.1. Permit Tracking Numbers

Construction activities covered under this permit will be assigned permit tracking numbers in the sequence TNR100001, TNR100002, etc. Permit tracking numbers assigned under a previous construction general permit will be retained. An operator applying for new permit coverage will be assigned a new permit tracking number. Assigning a permit tracking number by the division to a proposed discharge from a construction activity does not confirm or imply an authorization to discharge under this permit. Operators receiving new permit coverage will be listed as active on the TDEC Dataviewer.

#### 1.5.2. Notice of Coverage (NOC)

The NOC is a notice from the division to the primary permittee informing them that the NOI, the SWPPP, and the application fee were received and accepted. The primary permittee is authorized to discharge stormwater associated with construction activity as of the effective date listed on the NOC.

For new <u>operators</u> seeking subsequent coverage under an existing tracking number, <u>the division</u> will not issue a NOC. New <u>operators</u> that notify the division to be added to an existing coverage are covered upon receipt of notification of permit coverage by the division. The permit record reflecting the additional <u>operator</u> will be published on <u>TDEC's DataViewer</u> in the next update.

The division reserves the right to deny coverage to artificial entities (e.g., corporations or partnerships, excluding entities not required to register with the Tennessee Secretary of State) that are not properly registered and in good standing (i.e., listed with an entity status of "active") with the Tennessee Secretary of State, Division of Business Services. The division also reserves the right to issue permit coverage in the correct legal name of the individual or entity seeking



## Tennessee General NPDES Permit No. TNR100000 Stormwater Discharges from Construction Activities

coverage, including each general partner of a general partnership in addition to the general partnership.

Alterations to channels or waterbodies (see definition of <u>streams</u>) that are contained on, traverse through or are adjacent to the construction site are not authorized by this permit. Such alterations may require an Aquatic Resources Alteration Permit (<u>ARAP</u>): <a href="https://www.tn.gov/environment/permit-permits/water-permits1/aquatic-resource-alteration-permit--arap-.html">https://www.tn.gov/environment/permit-permits/water-permits1/aquatic-resource-alteration-permit--arap-.html</a>.

It is the responsibility of the applicant to thoroughly and accurately identify all waterbodies (see definition of <u>streams</u>) located on the site and to provide a determination of the water's status.

For channels, this determination must be conducted in accordance with Tennessee's standard operating procedures for hydrologic determinations set forth at Tennessee Rules, Chapter 0400-40-03.05(9). Wetlands determinations must include the submission of a wetland delineation completed utilizing the USACOE 1987 *Wetlands Delineation Manual* and applicable *Regional Supplement*. For the purposes of permitting, the permittee may choose to provide all aquatic features located on the site the protections afforded to <u>streams</u> and wetlands in lieu of conducting hydrologic determinations. <u>ARAPs</u> are independent requirements from CGP coverage and complete applications for <u>ARAPs</u> shall precede <u>NOI submittal</u>. The division reserves the right to delay or withhold issuance of coverage under the CGP in some cases until the appropriate <u>ARAP</u> coverage has been obtained.

The treatment and disposal of wastewater (e.g., sanitary, commercial or industrial wastewater) generated during and after the construction must be also addressed prior to issuance of the NOC. The NOC may be delayed until adequate wastewater treatment is identified and accompanying disposal permits are issued.



#### PART 2

#### 2. CONSTRUCTION SITE OPERATORS

#### 2.1. TYPES OF OPERATORS

#### 2.1.1. Owner/Developer

An owner or developer of a project is a primary permittee. This person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person may include, but is not limited to, a developer, landowner, realtor, commercial builder, homebuilder, utility company, etc. This person may be an individual, a corporate entity, or a governmental entity. An owner's or developer's responsibility to comply with requirements of this permit extends until permit coverage is terminated in accordance with requirements of Part 9.

The site-wide permittee is the first primary permittee to apply for coverage for a construction activity. There may be other primary permittees for a project, but there is only one site-wide permittee. Where there are multiple <u>operators</u> associated with the same project, all <u>operators</u> are required to obtain permit coverage. Once covered by a permit, each <u>operator</u> is responsible for complying with the permit. Permittees are jointly and severally liable for a violation related to construction activities that affect the same project site, unless a permittee affirmatively demonstrates to the satisfaction of the Department that its own action, or failure to act, was not a cause of the violation.

#### 2.1.2. Commercial Builders

A commercial builder can be a primary or secondary permittee at a construction site.

A commercial builder who purchases one or more lots from a primary permittee for the purpose of constructing and selling a structure⁴ and has design or operational control over construction plans and specifications for that portion of

⁴ e.g., residential house, non-residential structure, commercial building, industrial facility, etc.



the site, or is hired by an end user, such as a lot owner who may not be a permittee, must obtain coverage in one of the following ways:

- a) The site-wide permittee may transfer coverage to the commercial builder, for the entire site or just the acreage/lots the builder has purchased;
- b) The commercial builder may submit a new <u>NOI</u> for the acreage purchased, following requirements in Section 3.1.4; or
- c) The commercial builder may be hired by the primary permittee or a lot owner to build a structure, and by mutual agreement build on the site under the existing coverage of the site-wide permittee. In this case, the commercial builder signs the primary permittee's <u>NOI</u> and <u>SWPPP</u> as a contractor (see Section 2.1.3) and is considered a secondary permittee.

#### 2.1.3. Contractors

A contractor is considered a secondary permittee. This person has day-to-day operational control of the activities necessary to ensure compliance with the <u>SWPPP</u> or other permit conditions (e.g., the contractor is authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). A contractor may be:

- a general contractor
- a grading contractor
- an erosion control contractor
- a sub-contractor responsible for land disturbing activities or erosion prevention and <u>sediment</u> control (EPSC) implementation and maintenance
- a commercial builder hired by the primary permittee.

The contractor may need to include in their contract with the party that hired them specific details for the contractor's responsibilities concerning EPSC measures. This includes the ability of the contractor to make EPSC modifications. The contractor shall sign the primary permitee's NOI and SWPPP associated with the construction project at which they will be an operator (insofar as possible), or submit a separate NOI to the division indicating their intent to be added to the existing activity coverage as an operator.

#### 2.2. RESPONSIBILITIES OF OPERATORS

A permittee may meet one or more of the operational control components in the definition of "<u>operator</u>" found in Subpart 2.1. Either Section 2.2.1 or 2.2.2, or both, will apply depending on the type of operational control exerted by an individual permittee.



#### 2.2.1. Permittees with Design Control

Permittees with operational control over construction plans and specifications at the construction site, including the ability to make modifications to those plans and specifications, must ensure that:

- a) the project specifications meet the minimum requirements of Part 5 (SWPPP) and all other applicable conditions;
- b) the <u>SWPPP</u> indicates the areas of the project where they have operational control;
- all other permittees implementing and maintaining portions of the SWPPP impacted by any changes made to the plan are notified of such modifications in a timely manner;
- d) all common BMPs (i.e., sediment treatment basin and drainage structures) necessary for the prevention of erosion or control of sediment are maintained and effective until all construction is complete and all disturbed areas in the entire project are stabilized, unless permit coverage has been obtained and responsibility has been taken over by a new primary permittee; and
- e) all operators on the site have permit coverage, if required.

If parties with day-to-day operational control of the construction site have not been identified at the time the site-wide SWPPP is initially developed, the permittee with operational control shall be considered to be the responsible person until an NOI is submitted identifying the new <u>operators</u> (see Section 3.1.4). These new <u>operators</u> (e.g., general contractor, utilities contractors, subcontractors, erosion control contractors, hired commercial builders) are considered secondary permittees. The SWPPP must be updated to reflect the addition of new <u>operators</u>.

#### 2.2.2. Permittees with Day-to-Day Operational Control

Permittees with day-to-day operational control of the activities necessary to ensure compliance with the <u>SWPPP</u> or other permit conditions must ensure that:

- a) the SWPPP for portions of the project where they are <u>operators</u> meets the requirements of Part 5 and identifies the parties responsible for implementing the <u>control measures</u> identified in the plan;
- b) the SWPPP indicates areas of the project where they have operational control over day-to-day activities; and



## Tennessee General NPDES Permit No. TNR100000 Stormwater Discharges from Construction Activities

c) measures in the SWPPP are adequate to prevent <u>soil</u> erosion and control any <u>sediment</u> that may result from their earth disturbing activity.

Permittees with operational control over only a portion of a larger construction project are responsible for compliance with all applicable terms and conditions of this permit as it relates to their activities on their portion of the construction site. This includes, but is not limited to, implementation of Best Management Practices (BMPs) and other controls required by the SWPPP. Permittees shall ensure either directly or through coordination with other permittees, that their activities do not render another person's pollution control ineffective. All permittees must implement their portions of the SWPPP.



#### PART 3

#### 3. NOTICE OF INTENT (NOI) REQUIREMENTS

#### 3.1. NOI SUBMITTAL

#### 3.1.1. Who Must Submit an NOI?

All <u>operators</u> must submit an <u>NOI</u> form. For the purpose of this permit and in the context of <u>stormwater associated with construction activity</u>, an "<u>operator</u>" means any person associated with a construction project who meets either or both of the following two criteria:

- a) The person has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is considered the primary permittee and is typically:
  - the owner or developer of the project,
  - the owner or developer of a portion of the project (e.g., subsequent builder), or
  - the person who is the current owner of the construction site.
- b) The person has day-to-day operational control of the activities necessary to ensure compliance with the SWPPP or other permit conditions. This person is typically a contractor, or a commercial builder hired by the primary permittee, and is considered a secondary permittee.

#### 3.1.2. Existing Sites

An <u>operator</u> presently permitted under the 2016 construction general permit shall be granted coverage under this new general permit. Coverage will be extended automatically without notification to <u>the division</u> or an additional fee being assessed. The existing SWPPP shall be modified according to the Section 5.3.1 of this permit.

If an <u>operator</u> does not wish to be continued under the new general permit, they may terminate coverage (Section 9.1). If a site with terminated coverage is unstable or if construction continues, a new <u>NOI</u>,SWPPP and application fee must be submitted.

#### 3.1.3. New Sites or New Phases of Existing Sites

Except as provided in Section 3.1.4, <u>operators</u> must submit a complete <u>NOI</u>,SWPPP and an application fee in accordance with the requirements described



in Subpart 1.4. The complete application should be submitted at least 30 days prior to commencement of construction activities. The permittee is authorized to discharge stormwater associated with construction activity as of the effective date listed on the NOC or the TDEC DataViewer. The land disturbing activities shall not start until the NOC is received by the applicant according to Subpart 1.5.

#### 3.1.4. New Operators

New <u>operators</u> proposing to conduct construction activities at a site with existing coverage must submit an <u>NOI</u>. The <u>NOI</u> should be submitted prior to the new <u>operator</u> commencing work at the site. The <u>NOI</u> must reference the project name and tracking number assigned to the primary permittee's <u>NOI</u>. The <u>NOI</u> may not need to be submitted immediately upon assuming operational control if the portion of the site controlled by the new <u>operator</u> is inactive and all the previously <u>disturbed areas</u> are permanently stabilized.

A new <u>operator</u> working as a residential home builder may submit Form CN-1249, the Stormwater Pollution Prevention Plan (SWPPP) for Single Family Residential Homebuilding Sites. This form may be found at: http://tdec.tn.gov/etdec/DownloadFile.aspx?row_id=CN-1249.

If the primary permittee's company name has changed (but not the site ownership or authorized signators), an updated <u>NOI</u> should be submitted to <u>the division</u> within 30 days of the name change, along with documentation that the name change has been properly registered with the Tennessee Secretary of State, Division of Business Services. If the new <u>operator</u> agrees to comply with an existing site-wide SWPPP already implemented at the site, a copy of the SWPPP does not have to be submitted with the <u>NOI</u>.

If the transfer of ownership is due to foreclosure or a permittee filing for bankruptcy proceedings, the new owner (e.g., a lending institution) must obtain permit coverage if the construction activity is inactive but soil is not stabilized sufficiently. If the property is sufficiently stabilized permit coverage may not be necessary, unless and until construction activity at the site resumes.

#### **3.1.5.** Late NOIs

Dischargers are not prohibited from submitting <u>NOI</u>s after construction at their site has already begun. When a late <u>NOI</u> is submitted, and if <u>the division</u> authorizes coverage under this permit, such authorization is only for future <u>discharges</u>. Any prior, unpermitted, <u>discharges</u> or permit noncompliances are subject to penalties as described in Section 8.1.2.



#### 3.1.6. Who Must Sign the NOI?

All construction site <u>operators</u> as defined in Subpart 2.1 must sign the <u>NOI</u> form. Signatory requirements for a <u>NOI</u> are described in Section 8.7.1. Signatures on electronically submitted NOIs are deemed to be equivalent to a hardcopy signature. An <u>NOI</u> that does not bear a valid signature will be deemed incomplete.

#### 3.2. FORMAT AND CONTENT OF THE NOI FORM

#### 3.2.1. **NOI Form**

The <u>NOI</u> form is provided in <u>Appendix A</u> of this permit. This form and its instructions set forth the required content of the <u>NOI</u>. The <u>NOI</u> form must be filled in completely. If <u>the division</u> notifies applicants by mail, E-mail, public notice or by making information available on the world wide web of electronic <u>NOI</u> forms (see <u>NPDES Electronic Reporting</u>), the <u>operators</u> may be required to use those electronic options to submit the <u>NOI</u> (Section 3.3.2)

Owners, developers and contractors that meet the definition of the <u>operator</u> in Subpart 2.1 shall apply for permit coverage on the same <u>NOI</u>, if possible. The division may accept separate <u>NOI</u> forms from different <u>operators</u> for construction activities on the same construction site when warranted.

After permit coverage has been granted to the primary permittee, any subsequent <u>NOI</u> submittals must include the site's previously assigned permit tracking number and the project name. The SWPPP shall be prepared in accordance with Part 5, and must be submitted with the <u>NOI</u> unless the <u>NOI</u> is only being submitted to add a secondary permittee to an existing coverage.

#### 3.2.2. Construction Site Map

An excerpt (8 ½" by 11" or 11" by 17") from the appropriate 7.5 minute <u>United States Geological Survey</u> (USGS) topographic map (or other map showing contours) with the proposed construction site centered, must be included with the <u>NOI</u>. The entire proposed construction area must be clearly outlined on the map, with all acreage to be disturbed clearly identified. All <u>outfalls</u>⁵ discharging runoff from the property, <u>streams</u> receiving the <u>discharge</u>, and storm sewer systems conveying the <u>discharge</u> from <u>outfalls</u> shall be clearly identified and marked on the map. <u>NOI</u>s for <u>linear projects</u> must specify the location of each end

⁵ Phrase "point source" and term "outfall" are used interchangeably. For the purpose of this general permit, they can be considered synonyms.



of the construction area and all areas to be disturbed. Commercial builders that develop separate SWPPPs that cover only their portion of the project shall also submit a site or plat map that clearly indicates the lots for which they are applying for permit coverage, and the location of EPSCs that will be used at each lot (Section 5.5).

#### 3.3. WHERE AND HOW TO SUBMIT AN APPLICATION

#### 3.3.1. Traditional Submittal

The applicant shall submit the <u>NOI</u>,SWPPP and application fee to the appropriate Environmental Field Office (<u>EFO</u>) for the county where the construction activity is located and where <u>stormwater discharges</u> enters waters of the state. If a site straddles a county line of counties that are in different <u>EFO</u> service areas, the <u>operators</u> shall send the <u>NOI</u> and the application fee to the <u>EFO</u> that provides coverage for the majority of the proposed construction activity.

A list of counties and the corresponding <u>EFO</u>s is provided in Subpart 3.4. The division's Nashville Central Office will serve as a processing office for <u>NO</u>Is submitted by federal or state agencies (e.g., TDOT, TVA and the local <u>MS4</u> programs).

#### 3.3.2. Submittal Using Electronic Forms

The division is in the process of launching the new NPDES Electronic Reporting online customer portal for submission of permit applications and other reports. If the division notifies applicants by mail, E-mail, public notice or by making information available on the world wide web of electronic application submittal, the operators may be required to use those electronic options to submit the NOI,SWPPP and an application fee. For more information, visit https://www.tn.gov/environment/program-areas/wr-water-resources/netdmr-and-electronic-reporting.html.



## 3.4. TDEC ENVIRONMENTAL FIELD OFFICES (EFOS) AND CORRESPONDING COUNTIES

EFO Name	List of Counties
Chattanooga	Bledsoe, Bradley, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea,
	Sequatchie
Columbia	Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln,
	Marshall, Maury, Moore, Perry, Wayne
Cookeville	Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton,
	Pickett, Putnam, Smith, Trousdale, Van Buren, Warren, White
Jackson	Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardin,
	Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy,
	Obion, Weakley
Johnson City	Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington
Knoxville	Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen,
	Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, Union
Memphis	Fayette, Hardeman, Shelby, Tipton
Nashville	Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery,
	Robertson, Rutherford, Stewart, Sumner, Williamson, Wilson

TDEC may be reached by telephone at the toll-free number 1-888-891-8332 (TDEC). Local <u>EFOs</u> may be reached directly when calling this number from the construction site, using a land line.



#### PART 4

#### 4. CONSTRUCTION AND DEVELOPMENT EFFLUENT GUIDELINES

#### 4.1. NON-NUMERIC EFFLUENT LIMITATIONS

Any <u>point source</u> authorized by this general permit must achieve, at a minimum, the effluent limitations representing the degree of effluent reduction attainable by application of best practicable control technology (BPT) currently available.

#### 4.1.1. Erosion prevention and sediment controls

Design, install and maintain effective erosion and <u>sediment</u> controls to minimize the <u>discharge of pollutants</u>. At a minimum, such controls must be designed, installed and maintained to:

- 1.) Control <u>stormwater</u> volume and velocity to minimize <u>soil</u> erosion in order to minimize <u>pollutant discharges</u>;
- 2.) Control <u>stormwater discharges</u>, including both peak flowrates and total <u>stormwater</u> volume, to minimize channel and streambank erosion and scour in the immediate vicinity of <u>discharge</u> points;
- 3.) Minimize the amount of <u>soil</u> exposed during construction activity;
- 4.) Minimize the disturbance of steep slopes;
- 5.) Minimize <u>sediment discharges</u> from the site. The design, installation and maintenance of erosion and <u>sediment</u> controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting <u>stormwater</u> runoff, and <u>soil</u> characteristics, including the range of <u>soil</u> particle sizes expected to be present on the site;
- 6.) Provide and maintain natural <u>buffers</u> as described in Section 4.1.2, direct <u>stormwater</u> to vegetated areas and maximize <u>stormwater</u> infiltration to reduce pollutant <u>discharges</u>, unless infeasible;
- 7.) Minimize <u>soil</u> compaction. Minimizing <u>soil</u> compaction is not required where the intended function of a specific area of the site dictates that it be compacted; and
- 8.) Unless infeasible, preserve <u>topsoil</u>. Preserving <u>topsoil</u> is not required where the intended function of a specific area of the site dictates that the <u>topsoil</u> be disturbed or removed.

#### 4.1.2. Water Quality Riparian Buffer Zone Requirements

The <u>water quality riparian buffer zone</u> requirements in this section apply to all <u>streams</u> with available parameters adjacent to construction sites (for <u>waters with</u>



unavailable parameters or Exceptional Tennessee Waters, see Section 6.4.2). A 30-foot natural water quality riparian <u>buffer</u> shall be preserved between such waterbodies and the <u>disturbed areas</u>, to the maximum extent practicable, during construction activities. The water quality riparian <u>buffer</u> is required to protect waters of the state that are not <u>wet weather conveyances</u> as identified using Tennessee's standard operating procedures for hydrologic determinations set forth in Tennessee Rules, Chapter 0400-40-03-.05(9).⁶ Because of the potential heavy <u>sediment</u> loading associated with construction site runoff, water quality riparian <u>buffers</u> are not primary <u>sediment control measures</u> and shall not be relied on as such; the primary purpose of water quality riparian <u>buffers</u> is additional pollutant removal. <u>Stormwater discharges</u> must enter the water quality riparian buffer zone as sheet flow, not as concentrated flow, where site conditions allow. Rehabilitation and enhancement of a natural buffer zone is allowed, if necessary, to improve its effectiveness in protecting waters of the state.

The water quality riparian buffer zone should be preserved between the top of stream bank and the disturbed construction area. The 30-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 15 feet at any measured location. If the construction site encompasses both sides of a stream, buffer averaging can be applied to both sides, but each side must average the 30-foot criterion independently.

Construction activities within the water quality riparian buffer zone shall be avoided and existing forested buffer areas shall be preserved whenever possible. Where it is not practicable to maintain a full water quality riparian buffer, BMPs providing equivalent protection to a receiving stream as a natural water quality riparian buffer must be used. A justification for use and a design of equivalent BMPs shall be included in the SWPPP. Such equivalent BMPs are expected to be routinely used at construction projects typically located adjacent to surface waters. These projects may include sewer line construction, roadway construction, utility line or equipment installation, greenway construction, construction of a permanent outfall or a velocity dissipating structure.

⁶ If obtaining permit coverage for the first time following the effective date of this permit, 15-foot <u>buffers</u> are also required for any <u>wet weather conveyance</u> identified as waters of the United States by the U.S. Army Corps of Engineers or the Environmental Protection Agency.



This requirement does not apply to any valid Aquatic Resources Alteration Permit (ARAP), or equivalent permits issued by federal authorities. Additional <u>buffer</u> zone requirements may be established by the local <u>MS4</u> program.

#### 4.1.2.1. Water quality riparian buffer zone exemption based on existing uses

Water quality riparian <u>buffer</u> zones as described in Section 4.1.2 shall not be required in portions of the <u>buffer</u> where certain land uses exist and are to remain in place according to the following:

- a) A use shall be considered existing if it was present within the <u>buffer</u> zone as of the date of the Notice of Intent for coverage under the construction general permit. Existing uses may include buildings, parking lots, roadways, utility lines and on-site sanitary sewage systems. Only the portion of the <u>buffer</u> zone that contains the footprint of the existing land use is exempt from <u>buffer</u> zones. Activities necessary to maintain uses are allowed provided that no additional vegetation is removed from the <u>buffer</u> zone.
- b) If an area with an existing land use is proposed to be converted to another use or the impervious surfaces located within the <u>buffer</u> area are being removed, <u>buffer</u> zone requirements shall apply.

#### 4.1.2.2. <u>Pre-approved sites</u>

Construction activity at sites that were pre-approved prior to February 1, 2010, is exempt from the <u>buffer</u> requirements of Section 4.1.2. Evidence of pre-approval for highway projects shall be a final right-of-way plan; and, for other construction projects, the final design drawings with attached written and dated approval by the local, state or federal agency with authority to approve such design drawings for construction.

#### 4.1.3. Dewatering

<u>Discharges</u> from dewatering activities, including <u>discharges</u> from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls. Appropriate controls may include weir tanks, dewatering tanks, gravity bag filters, sand media particulate filters, pressurized bag filters, cartridge filters or other control units providing the level of treatment necessary to comply with permit requirements.



#### 4.1.4. Pollution Prevention Measures

The permittee must design, install, implement and maintain effective pollution prevention measures to minimize the <u>discharge of sediment and other pollutants</u>. At a minimum, such measures must be designed, installed, implemented and maintained to:

- a) Minimize the <u>discharge of pollutants</u> from equipment and vehicle washing, wheel wash water and other wash waters not containing soaps or solvents.
   Wash waters must be treated in a <u>sediment basin</u> or alternative control that provides equivalent or better treatment prior to discharge;
- b) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to <u>stormwater</u>; and
- c) Minimize the <u>discharge of pollutants</u> from spills and leaks, and implement chemical spill and leak prevention and response procedures.

#### 4.1.5. Prohibited Discharges

The following discharges are prohibited:

- a) Wastewater from washout of concrete, unless managed by an appropriate control.
- b) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials.
- c) Fuels, oils or other potential pollutants used in vehicle and equipment operation and maintenance.
- d) Soaps or solvents used in vehicle and equipment washing.



#### PART 5

## 5. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS

#### 5.1. THE GENERAL PURPOSE OF THE SWPPP

A SWPPP must be prepared and submitted along with the <u>NOI</u> as required in Section 1.4.2. The primary permittee must implement the SWPPP and maintain effective Best Management Practices (<u>BMPs</u>) from <u>commencement of construction</u> activity until <u>permanent stabilization</u> is complete, or until the permittee does not have design or operational control of any portion of the construction site. If a SWPPP submittal contains contradictory or ambiguous information, <u>the division</u> will hold the permittee to the most stringent interpretation of the information submitted. Requirements for termination of site coverage are provided in Part 9.

A site-specific SWPPP must be developed for each construction project or activity covered by this permit. The design, inspection and maintenance of <u>BMPs</u> described in the SWPPP must be prepared in accordance with good engineering practices. At a minimum, <u>BMPs</u> shall be consistent with the recommendations contained in the current edition of the <u>Tennessee Erosion and Sediment Control Handbook</u> (the handbook).

Once a definable area has been <u>permanently stabilized</u> as described in Subsection 5.5.3.4, the permittee may identify this area on the SWPPP. No further SWPPP or inspection requirements apply to that portion of the site (e.g., earth-disturbing activities around one of three buildings in a complex are done and the area is <u>permanently stabilized</u>, one mile of a roadway or pipeline project is done and <u>permanently stabilized</u>, etc.).

For more effective implementation of BMPs, a cooperative effort by the different operators at a site to prepare and participate in a site-wide SWPPP is expected. Primary permittees at a site may develop separate SWPPPs that cover only their portion of the project. In instances where there is more than one SWPPP for a site, the permittees must ensure the <u>stormwater</u> discharge controls and other measures are compatible with one another and do not prevent another <u>operator</u> from complying with permit conditions. The site-wide SWPPP developed and submitted by the primary permittee must assign responsibilities to secondary permittees and coordinate all <u>BMPs</u> at the construction site. Assignment and coordination can be done by name or by job title.



#### 5.2. QUALIFICATION REQUIREMENTS

For sites greater than five acres of disturbance, the narrative portion of the SWPPP shall be prepared by an individual who has a working knowledge of erosion prevention and sediment controls, such as (but not limited to):

- a registered engineer or landscape architect,
- a Certified Professional in Erosion and Sediment Control (CPESC) or
- a person that successfully completed the "<u>Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites</u>" course.

For sites less than or equal to five acres of disturbance, these qualification requirements do not apply, and <u>the division</u> provides the following optional templates:

- Form CN-1249, the Stormwater Pollution Prevention Plan (SWPPP) for Single Family Residential Homebuilding Sites. This SWPPP template is available at:
  - http://tdec.tn.gov/etdec/DownloadFile.aspx?row_id=CN-1249. Form CN-1249 is not appropriate if significant grading of the lot or lots is necessary.
- SWPPP Template for Sites Not Requiring Engineer Design from the DWR – NR – G – 02 - Construction Stormwater – 05172019 Guidance regarding construction stormwater general permit coverage involving sites with Non-Engineer Design SWPPPs:
  - https://www.tn.gov/content/dam/tn/environment/water/policy-and-guidance/dwr-nr-g-02-cgp-non-engineering-swppp-final-051719.pdf Attachment A (template):
  - https://www.tn.gov/content/dam/tn/environment/water/policy-and-guidance/dwr-nr-g-02-cgp-non-engineering-swppp-final-051719-template.docx.

Plans and specifications for any building or structure, changes in topography and drainage, including the design or modification of <u>sediment basins</u> or other <u>sediment</u> controls involving structural, hydraulic, hydrologic or other engineering calculations shall be prepared by a <u>professional engineer or landscape architect</u> registered in Tennessee and signed and sealed in accordance with the Tennessee Code Annotated, Title 62, Chapter 2 and the rules of the Tennessee Board of Architectural and Engineering Examiners. Engineering design of <u>sediment basins</u> or equivalent <u>sediment</u> controls must be provided for construction sites involving



drainage to an <u>outfall</u> totaling 10 or more acres (Subsection 5.5.3.5) or 5 or more acres if draining to <u>waters with unavailable parameters</u> or <u>Exceptional Tennessee Waters</u> (Section 6.4.1).

#### 5.3. SWPPP PREPARATION AND COMPLIANCE

#### 5.3.1. Existing Sites

<u>Operators</u> of an existing site, presently permitted under <u>the division</u>'s 2016 construction general permit, shall maintain full compliance with the existing SWPPP. The existing SWPPP shall be modified, if necessary, to meet requirements of this new general permit, and the SWPPP changes implemented as soon as practicable but no later than 12 <u>months</u> following the new permit effective date. The permittee shall make the updated SWPPP available for <u>the division</u>'s review upon request.

#### 5.3.2. New Sites or New Phases of Existing Sites

For <u>construction stormwater discharges</u> not authorized under an NPDES permit as of the effective date of this permit, a SWPPP that meets the requirements of Part 5 of this permit shall be prepared and submitted along with the <u>NOI</u> and an appropriate fee for coverage under this permit.

#### 5.3.3. Signature Requirements

The SWPPP shall be signed by the <u>operators</u> in accordance with Subpart 8.7, and if applicable, certified according to requirements in Section 5.2. Signatures on electronically submitted documents are deemed equivalent to original signatures. A SWPPP that does not bear a valid signature will be deemed incomplete.

#### 5.3.4. SWPPP Availability

A copy of the existing version of the SWPPP shall be retained on-site at the location which generates the <u>stormwater</u> discharge in accordance with Part 7 of this permit. If the site is inactive or does not have an onsite location adequate to store the SWPPP, the location of the SWPPP, along with a contact phone number, shall be posted on-site. If the SWPPP is located off-site, reasonable local access to the plan during normal working hours must be provided.

The permittee shall make the existing SWPPP and inspection reports available upon request to the <u>director</u>; the local agency approving erosion prevention and <u>sediment</u> control plans, grading plans, land disturbance plans or <u>stormwater</u> management plans; or the <u>operator</u> of an <u>MS4</u>.



#### 5.4. KEEPING SWPPP CURRENT

#### 5.4.1. SWPPP Modifications

The permittee must modify, update and recertify the SWPPP if any of the following conditions apply:

- a) Whenever there is a change in the scope of the project that would be expected to have a significant effect on the <u>discharge of pollutants</u> to the waters of the state and which has not otherwise been addressed in the SWPPP.
- b) Whenever there is a change in <u>chemical treatment</u> methods, including the use of different <u>treatment chemical</u>, different dosage or application rate or different area of application.
- c) Whenever inspections or investigations by site <u>operators</u> or local, state or federal officials indicate the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants from sources identified under Section 5.5.2, or is otherwise not achieving the general objectives of controlling pollutants in <u>stormwater discharges associated with construction activity</u>. Where local, state or federal officials determine that the SWPPP is ineffective in eliminating or significantly minimizing pollutant sources, a copy of any correspondence to that effect must be retained in the SWPPP.
- d) Whenever any new <u>operator</u> (typically a secondary permittee) who will implement a measure of the SWPPP must be identified (see Subpart 3.1.1 for further description of which <u>operators</u> must be identified).
- e) Whenever it is necessary to include water quality protection measures as required by the applicable wildlife management agency intended to prevent a negative impact to legally protected state or federally listed fauna or flora (or species proposed for such protection Subpart 1.3). Amendments to the SWPPP may be reviewed by the division, a local MS4, the EPA, or an authorized regulatory agency.
- f) Whenever a Total Maximum Daily Load (TMDL) is developed for the receiving waters for a pollutant of concern (e.g., siltation). A list of Tennessee's TMDLs can be found at:
  - https://www.tn.gov/environment/program-areas/wr-water-resources/watershed-stewardship/tennessee-s-total-maximum-daily-load--tmdl--program.html.



#### 5.5. COMPONENTS OF THE SWPPP

The SWPPP must:

- a) identify all potential sources of pollutants likely to affect the quality of stormwater discharges from the construction site;
- b) describe practices to be used to reduce pollutants in stormwater discharges from the construction site; and
- c) assure compliance with the terms and conditions of this permit.

The SWPPP shall include the items described in Sections 5.5.1, 5.5.2 and 5.5.3.

#### 5.5.1. SWPPP Narrative

Each SWPPP shall provide a description of pollutant sources and other information as indicated below:

- a) A description of all construction activities at the site, including the intended sequence of activities which disturb <u>soils</u> for major portions of the site (e.g., grubbing, excavation, grading, utilities and infrastructure installation).
- b) Estimates of the total area of the site and the total area that is expected to be disturbed by excavation, grading, filling or other construction activities.
- c) A description of the topography of the site, including an estimation of percent slope and delineation of drainage area (acres) serving each <u>outfall</u>. Drainage area estimates shall include off-site drainage, if applicable.
- d) Hydric soils must be clearly identified.
- e) A description of how the runoff will be handled to prevent erosion at the permanent <u>outfall</u> and receiving <u>stream</u>.
- f) An erosion prevention and <u>sediment</u> control (EPSC) plan with the proposed construction area clearly outlined. The plan shall indicate the boundaries of the permitted area, drainage patterns, approximate slopes anticipated after major grading activities, areas of <u>soil</u> disturbance, an outline of areas which are not to be disturbed, the location of major structural and nonstructural controls identified in the SWPPP, the location of areas where stabilization practices are expected to occur, <u>streams</u> and sinkholes, and identification on the erosion control plan of <u>outfall</u> points intended for coverage. The erosion control plan must meet requirements stated in Section 5.5.3.
- g) A description of any discharge associated with industrial activity other than <u>construction stormwater</u> that originates on site and the location of that activity and its permit number.



- h) Identification of any <u>streams</u> on or adjacent to the project, a description of any anticipated alteration of these waters and the permit number or the tracking number of the Aquatic Resources Alteration Permit (<u>ARAP</u>) or Section 401 Certification issued for the alteration.
- i) The name of the receiving waters (this does not include wet weather conveyances connecting the site discharge to the receiving stream).
- j) Identification if those receiving <u>waters have unavailable parameters</u> for siltation.⁷
- k) Identification if those receiving waters are Exceptional Tennessee Waters.⁸
- l) If applicable, clearly identify and outline the <u>buffer</u> zones established to protect waters of the state located within the boundaries of the project.
- m) A description of the construction phasing for projects of more than 50 acres (Subsection 5.5.3.2).
- n) The timing of the planting of the vegetation cover must be discussed in the SWPPP if permanent or <u>temporary</u> vegetation is to be used as a control measure. Planting cover vegetation during winter <u>months</u> or dry <u>months</u> should be avoided.

#### 5.5.2. SWPPP and EPSC plans

The SWPPP must include EPSC plans (Section 5.5.3) showing the approximate location of each control measure and a description of when the measure will be implemented during the construction process (e.g., prior to the start of earth disturbance, as the slopes are altered and after major grading is finished). The different stages of construction and the EPSC measures that will be utilized during each stage shall be depicted on multiple plan sheets as described below.

Three separate EPSC plan sheets should be developed for most sites, with the exception of single-lot homes, commercial lots, or linear infrastructure projects of less than or equal to 5 acres, for which a single plan sheet may be sufficient:

a. The first plan sheet will address the EPSC measures necessary to manage stormwater runoff, erosion and sediment during the initial land disturbance (grading) stage.

⁷ DWR Construction Stormwater Permitting Map Viewer can be found at: https://tdeconline.tn.gov/dwrcgp/

⁸ List of Exceptional Waters and ORNWs in Tennessee can be found at: <a href="https://tdec.tn.gov:8090/pls/enf">https://tdec.tn.gov:8090/pls/enf</a> reports/f?p=9034:34304; corresponding map viewer is under development



- A second plan sheet will address the EPSC measures necessary to manage <u>stormwater</u> runoff, erosion and <u>sediment</u> during any interim grading and construction stages.
- c. The third plan sheet will address the EPSC measures necessary to manage stormwater runoff, erosion and sediment during the final grading stage while permanent site stabilization is being achieved.

The description and implementation of controls shall address the following minimum components, as described in Sections 5.5.3, 5.5.3.6 and 5.5.3.7. Additional controls may be necessary to comply with Section 6.3.2.

## 5.5.3. Erosion Prevention and Sediment Controls (EPSC)

#### 5.5.3.1. <u>General criteria and requirements</u>

- a) The erosion prevention controls shall be designed to eliminate to the maximum extent practicable the dislodging and suspension of <u>soil</u> in water. <u>Sediment</u> controls shall be designed to retain mobilized <u>sediment</u> on site to the maximum extent practicable.
- b) All <u>control measures</u> must be properly selected, installed and maintained in accordance with the manufacturer's specifications and/or good engineering practices. If periodic inspections or other information indicate a control has been used inappropriately, or incorrectly, the permittee must replace or modify the control.
- c) If <u>sediment</u> escapes the permitted area, off-site accumulations that have not reached a <u>stream</u> must be removed at a frequency sufficient to minimize off-site impacts (e.g., <u>sediment</u> that has escaped a construction site and collected in a street must be removed so that it does not subsequently wash into storm sewers and <u>streams</u> during the next rain or so that it does not pose a safety hazard to users of public streets). Permittees shall not initiate remediation or restoration of a <u>stream</u> without receiving prior authorization from <u>the division</u>. This permit does not authorize access to private property. Arrangements concerning the removal of <u>sediment</u> on adjoining property must be settled by the permittee and the adjoining landowner.
- d) <u>Sediment</u> must be removed from <u>sediment</u> traps, silt fences, <u>sediment basins</u> and other <u>sediment</u> controls when design capacity has been reduced by 50%.
- e) Erodible material storage areas (e.g., overburden and stockpiles of <u>soil</u>) and <u>borrow pits</u> that are used primarily for the permitted project are considered a part of the site and shall be identified on the <u>NOI</u>, addressed in the SWPPP and included in the fee calculation. TDOT projects shall be addressed in the Waste and Borrow Manual per the Statewide Stormwater Management Plan (SSWMP).



- f) Pre-construction vegetative ground cover shall not be destroyed, removed or disturbed more than 14 days prior to commencement of grading or earth moving activities unless the area is subsequently temporarily or permanently stabilized.
- g) <u>Clearing</u> and grubbing must be held to the minimum necessary for grading and equipment operation. Existing vegetation at the site shall be preserved to the maximum extent practicable. The limits of <u>soil</u> disturbance shall be clearly outlined in the SWPPP and the areas to remain undisturbed clearly indicated on the site, with the methods to be used to mark these areas described in the SWPPP.
- h) Construction must be sequenced to minimize the exposure time of graded or denuded areas.
- EPSC measures must be in place and functional before earth moving operations begin and must be constructed and maintained throughout the construction period stages as appropriate. Temporary measures may be removed at the beginning of the workday but must be replaced at the end of the workday.
- j) Off-site vehicle tracking of <u>sediment</u> and the generation of dust shall be minimized. A stabilized construction access shall be described and implemented to reduce the tracking of mud and dirt onto public roads by construction vehicles.

## 5.5.3.2. Construction phasing

Construction phasing is recommended on all projects regardless of size as an effective practice for minimizing erosion and limiting <u>sedimentation</u>. It is recommended that construction be phased to keep the total disturbed area less than 50 acres at any one time. This includes off-site borrow or disposal areas that meet the conditions of Section 1.2.2. Areas where construction is completed must be stabilized within 14 days (Subsection 5.5.3.4).

## 5.5.3.3. <u>Projects Exceeding 50 acres of Disturbance</u>

On projects where the permittee chooses to disturb more than 50 acres at one time, the following additional requirements shall apply:

- a) The permittee shall notify <u>the division</u> immediately if more than 50 acres of disturbance at one time is planned.
- b) Site assessments, as described in Subsection 5.5.3.8, shall be conducted on a quarterly basis.
- c) Operator inspections as described in Subsection 5.5.3.9 shall be conducted twice per week and following any rainfall event of more than 0.5 inches in



- 24 hours. Inspections following rainfall events can be counted as one of the twice-weekly inspections.
- d) Data describing the erodibility of <u>soils</u> on site, how the <u>soil</u> type erodibility will dictate the needed <u>control measures</u> and how the <u>soil</u> may affect the expected quality of runoff from the site shall be provided. The data may be referenced or summarized. Hydric <u>soils</u> must be clearly identified.
- e) A geospatial file shall be submitted to the division which identifies the project area boundaries as a polygon feature. This polygon feature can be submitted in any common data format (e.g., .kml file, shapefile, feature layer, etc.) that is compatible with common geographic systems software (e.g., Google Earth, ESRI, QGIS, etc.). The file name should reflect the same site name provided on the permit application, or a permit tracking number, if available.
- f) Stormwater runoff monitoring shall be conducted at each <u>outfall</u> draining 10 or more acres (Section 5.5.3.5) or 5 or more acres if draining to <u>waters</u> with <u>unavailable parameters</u> or <u>Exceptional Tennessee Waters</u> (Section 6.4.1).

Code	Parameter	Qualifier	Unit	Sample Type	Monitoring Frequency	Statistical Base
00070	Turbidity	Report	NTU	Grab	Monthly	Daily Maximum
00070	Turbidity	Report	NTU	Grab	Monthly	Monthly Average
00530	Total Suspended Solids (TSS)	Report	mg/L	Grab	Monthly	Daily Maximum
00530	Total Suspended Solids (TSS)	Report	mg/L	Grab	Monthly	Monthly Average
45613	Floating solids or visible foam-visual	Report	Y=1;N=0	Visual	Monthly	Value
50050	Flow	Report	MGD	Estimate	Monthly	Daily Maximum
50050	Flow	Report	MGD	Estimate	Monthly	Monthly Average

The permittee shall maintain a log of rainfall events including date, estimated duration (in hours), and total estimated rainfall per calendar day. For sampling events, the permittee shall provide an estimate of the total volume of the discharge per sampled outfall and the interval between the storm event sampled and the end of the previous measurable (greater than 0.1 inch rainfall) storm event.



The permittee shall report the estimated total drainage area and estimated acreage of land disturbance in the drainage area for each outfall for each sampling event. Record of the estimated drainage area and amount of land disturbance for a given sample event shall be reported in the notes section of the Discharge Monitoring Report.

#### 5.5.3.4. **Stabilization practices**

The SWPPP shall include a description of temporary and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved when possible. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees and the preservation of mature vegetation. When seasonal or climate conditions would prevent timely establishment of vegetation other stabilization practices must be utilized. Use of impervious surfaces for permanent stabilization in lieu of a permanent vegetative cover should be avoided where practicable. No stabilization control measures or EPSC measures are to be installed in a stream without obtaining a Section 404 permit and an Aquatic Resources Alteration Permit (ARAP).

Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site must be completed within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:

- a) Where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable.
- b) Where construction activity on a portion of the site is temporarily ceased, but soil disturbing activities is planned to resume within 2weeks.
- c) In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures such as properly anchored mulch, soil binders or matting must be employed.

Steep slopes shall be stabilized within one week after construction activity on the slope has temporarily or permanently ceased.



Permanent stabilization with perennial vegetation (using native herbaceous and woody plants where practicable) or other permanently stable, non-eroding surface shall replace any temporary measures as soon as practicable. Unpacked gravel containing fines (silt and clay sized particles) or crusher runs will not be considered a non-eroding surface. On sites where disturbed acreage will be returned to its prior agricultural use (i/e. row crops, pasture) normal agricultural practices can be substituted.

## 5.5.3.5. <u>Structural practices</u>

The SWPPP shall include a description of structural practices utilized to divert flows from exposed soils, store flows or otherwise limit runoff and discharge of pollutants from exposed areas of the site. Such practices may include, but are not limited to silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. Structural controls shall not be placed in streams except as authorized by a section 404 permit and/or Aquatic Resources Alteration Permit (ARAP).

EPSC measures shall be designed to minimize erosion and maximize <u>sediment</u> removal resulting from a <u>2-year, 24-hour</u> storm (the design storm). The design of erosion prevention and <u>sediment</u> controls must adhere to good engineering practices. The drainage area recommendations and treatment design specifications are provided in the <u>Tennessee Erosion and Sediment Control Handbook</u>. Chemical treatment of the <u>stormwater</u> runoff may be necessary to minimize the amount of <u>sediment</u> being discharged when clay and other fine particle <u>soils</u> or highly erodible <u>soils</u> are present at the construction site. However, the use of cationic polymers for treatment is prohibited.

For an <u>outfall</u> that receives drainage from 10 or more acres, a minimum <u>sediment</u> <u>basin</u> volume that will provide treatment for a calculated volume of runoff from a <u>2-year, 24-hour</u> storm and runoff from each acre drained, or equivalent <u>control</u> <u>measures</u> as specified in the <u>Tennessee Erosion and Sediment Control Handbook</u>, shall be provided until <u>permanent stabilization</u> of the site. A drainage area of 10 or more acres includes disturbed and undisturbed portions of the site and areas adjacent to the site, all draining through the common <u>outfall</u>. Where an equivalent control measure is substituted for a <u>sediment basin</u>, the equivalency (with respect to <u>sediment</u> removal) must be justified to <u>the division</u>. Runoff from any undisturbed acreage should be diverted around the <u>disturbed area</u> and the sediment basin. Diverted runoff can be omitted from the volume calculation.



<u>Sediment</u> storage expected from the <u>disturbed areas</u> must be included. <u>Discharges</u> from basins and impoundments shall utilize outlet structures that only withdraw water from near the surface of the basin or impoundment, unless infeasible.

All calculations related to drainage areas, <u>runoff coefficients</u>, basin volumes and equivalent control measures must be provided in the SWPPP. The discharge structure from a <u>sediment basin</u> must be designed to retain <u>sediment</u> during the lower flows in accordance with the most current version of the <u>Tennessee Erosion and Sediment Control Handbook</u>. Muddy water to be pumped from excavation and work areas must be held in settling basins, filtered or chemically treated prior to its discharge into surface waters. Water must be discharged through a pipe, grassed or lined channel or other equivalent means so that the discharge does not cause erosion and <u>sedimentation</u>. Discharged water must not cause an objectionable color contrast with the receiving <u>stream</u>.

<u>Sediment</u> structures treating drainage areas in excess of 25 acres require a site-specific design that accurately defines the site hydrology, site-specific <u>sediment</u> loading, hydraulics of the site, and adheres to all <u>Tennessee Erosion and Sediment Control Handbook</u> design recommendations for <u>sediment basins</u>.

Velocity dissipation structures shall be installed if needed to provide for non-erosive discharge velocities to wet weather conveyances or streams.

#### 5.5.3.6. <u>Stormwater management</u>

The following factors must be accounted for in the design of all <u>stormwater</u> controls:

- a) The nature of <u>stormwater</u> runoff and run-on at the site, including factors such as expected flow from impervious surfaces, slopes, and site drainage features. <u>Stormwater</u> controls must be designed to control <u>stormwater</u> volume, velocity, and peak flow rates to minimize <u>discharges</u> of pollutants in <u>stormwater</u>, as well as minimizing channel and streambank erosion at discharge points.
- b) The <u>soil</u> type and range of <u>soil</u> particle sizes expected to be present on the site.
- c) Description of any measures that will be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed, including a brief



description of applicable State or local erosion and sediment control requirements.

## 5.5.3.7. Other items needing control

- a) No solid materials, including building materials, shall be placed in waters of the state, except as authorized by a section 404 permit and/or Aquatic Resources Alteration Permit (ARAP). Litter, construction debris and construction chemicals exposed to <u>stormwater</u> shall be picked up prior to storm events or before being carried off the site by wind so that they do not become a pollutant source for <u>stormwater discharges</u>. EPSC materials shall be prevented from becoming a pollutant source for <u>stormwater discharges</u>.
- b) The SWPPP shall identify and provide the necessary EPSC measures for the installation of any waste disposal system, sanitary sewer or septic system. Permittees must also comply with applicable state and local waste disposal, sanitary sewer or septic system regulations as necessary.
- c) The SWPPP shall include a description of construction and waste materials expected to be stored on-site. The SWPPP shall also include a description of controls used to reduce pollution from materials stored on site. Controls may include storage practices to minimize exposure of the materials to stormwater or spill prevention and response.

#### 5.5.3.8. Site Assessments

Site assessment shall be conducted at each <u>outfall</u> draining 10 or more acres (Section 5.5.3.5) or 5 or more acres if draining to <u>waters with unavailable parameters</u> or <u>Exceptional Tennessee Waters</u> (Section 6.4.1). The site assessment is a documented site inspection conducted by a qualified individual to verify the installation, functionality and performance of the EPSC measures described in the SWPPP. Site assessments shall cover the <u>entire disturbed area</u> and occur within 30 days of construction commencing at each portion of the site that drains the qualifying acreage. The site assessment shall be performed by individuals with one or more of the following qualifications:

- 1. A licensed professional engineer or landscape architect;
- 2. A Certified Professional in Erosion and Sediment Control (CPESC); or
- 3. A person who has successfully completed the "Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites"



At a minimum, site assessments should be performed to verify the installation, functionality and performance of the EPSC measures described in the SWPPP. If structural BMPs (or equivalent EPSC measures) are not constructed or construction is in progress at the time of the site assessment, a follow-up monthly assessment(s) are required until the BMPs are constructed per the SWPPP. The site assessment should be performed with the inspector and should include a review and update (if applicable) of the SWPPP. Modifications of plans and specifications for any building or structure, including the design of sediment basins or other sediment controls involving structural, hydraulic, hydrologic or other engineering calculations shall be prepared by a licensed professional engineer or landscape architect and stamped and certified in accordance with the Tennessee Code Annotated, Title 62, Chapter 2 and the rules of the Tennessee Board of Architectural and Engineering Examiners.

#### 5.5.3.9. <u>Inspections</u>

<u>Operators</u> shall ensure proper installation, maintenance, and overall effectiveness of erosion prevention and <u>sediment</u> controls (EPSCs) by performing twice <u>weekly</u> site inspections. Inspections must verify and document the functionality and performance of the EPSC measures described in the SWPPP. Initial inspections shall also indicate if all EPSCs have been installed as designed in the submitted SWPPP and EPSC plans; and, if not, measures that need to be taken so those EPSCs meet the design specifications in the field SWPPP and EPSC plans.

#### 5.5.3.10. <u>Inspector qualifications</u>

Twice weekly inspections can be performed by:

- a) a person with a valid certification from the "Level I Fundamentals of Erosion Prevention and Sediment Control" course,
- b) a licensed professional engineer or landscape architect,
- c) a Certified Professional in Erosion and Sediment Control (CPESC), or
- d) a person who has successfully completed the "Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites" course.

An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements, such as stabilization and maintenance activities.



## 5.5.3.11. <u>Schedule of inspections</u>

- a) Inspections described in paragraphs b, c and d below, shall be performed at least twice weekly. Inspections shall be performed at least 72 hours apart. Where sites or portions of construction sites have been temporarily stabilized, inspections only have to be conducted once per month until construction activity resumes. Inspection requirements do not apply to definable areas that have been permanently stabilized. Changes to the inspection frequency and the justification for such request must be included in the records kept on site. For projects by the Tennessee Department of Transportation (TDOT) and the Tennessee Valley Authority (TVA), such request must be submitted to the division's Nashville Central Office. The division reserves the right to require more frequent inspections if deemed necessary to ensure compliance at a site.
- b) Qualified personnel, as defined in Subsection 5.5.3.10 (provided by the permittee or cooperatively by multiple permittees), shall inspect <u>disturbed</u> <u>areas</u> of the construction site that have not been <u>permanently stabilized</u>, areas used for storage of materials that are exposed to precipitation, structural <u>control measures</u>, locations where vehicles enter or exit the site and each outfall.
- c) Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the site's drainage system. EPSC measures shall be observed to ensure that they are operating correctly.
- d) <u>Outfall</u> points shall be inspected to determine whether EPSC measures are effectively preventing <u>sediment discharges</u> off-site or impacts to receiving waters. Where discharge locations are inaccessible, nearby downstream locations shall be inspected. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite <u>sediment</u> tracking.
- e) Based on the results of the inspection, any inadequate <u>control measures</u> or <u>control measures</u> in disrepair shall be replaced, modified or repaired as necessary, before the next rain event; but in no case more than seven days after the need is identified.
- f) Based on the results of the inspection, the site description identified in the SWPPP in accordance with Section 5.5.1 and pollution prevention measures identified in the SWPPP in accordance with Section 5.5.3 shall be revised as appropriate. Such revisions shall be made no later than seven days following the inspection. In addition, any modifications to pollution prevention measures shall be implemented as soon as practicable but no later than 14 days following the inspection.



- g) All inspections shall be documented on the *Construction Stormwater Inspection Certification Form* provided in <u>Appendix C</u> of this permit. An alternative inspection form may be used as long as the form contents and the inspection certification language are equivalent to <u>the division</u>'s form and the permittee has obtained a written approval from <u>the division</u> to use the alternative form. The form must contain the printed name and signature of the inspector and the certification must be executed by a person who meets the signatory requirements of Section 8.7.2. Inspection reports must be submitted to <u>the division</u> within 10 days of the request.
- h) Inspectors shall accurately document site conditions in their inspection reports. Falsifying inspection records, or other documentation; or failure to complete inspection documentation shall result in a violation of this permit and any other applicable acts or rules.
- i) The initial primary permittee (such as a developer) is no longer required to inspect portions of the site that are covered by a subsequent primary permittee (such as a home builder). Subsequent primary permittees who have obtained coverage under this permit shall conduct twice weekly inspections as per the requirements in Subsection 5.5.3.9.

## 5.5.3.12. <u>Pollution prevention measures for non-stormwater discharges</u>

The SWPPP must identify source(s) of all non-stormwater discharge(s) listed in Section 1.2.3 if it is to be combined with stormwater discharges associated with construction activity. The SWPPP shall identify and ensure the implementation of appropriate pollution prevention measures for the non-stormwater components of the discharge. Any non-stormwater must be discharged through stable discharge structures. Estimated volume of the non-stormwater components of the discharge must be included in the design of all impacted control measures.



## PART 6

# 6. SPECIAL CONDITIONS, MANAGEMENT PRACTICES, AND OTHER NON-NUMERIC LIMITATIONS

## 6.1. RELEASES IN EXCESS OF REPORTABLE QUANTITIES

The discharge of hazardous substances or oil in the <u>stormwater discharges</u> from a facility shall be prevented or minimized in accordance with the applicable SWPPP for the facility. This permit does not relieve the permittee of the reporting requirements of 40 CFR 117 and 40 CFR 302.

#### 6.2. SPILLS

This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.

#### 6.3. DISCHARGE COMPLIANCE WITH STATE WATER QUALITY STANDARDS

#### 6.3.1. Violation of water quality standards

This permit does not authorize <u>stormwater</u> or other <u>discharges</u> that would cause or contribute to a violation of a state water quality standard (Tennessee State Rules, Chapters 0400-40-03, 0400-40-04). Such <u>discharges</u> constitute a violation of this permit.

Where a discharge is already authorized under this permit and the division determines the discharge to cause or contribute to the violation of applicable state water quality standards, the division will notify the operator of such violations. The permittee shall take all necessary actions to ensure future discharges do not cause or contribute to the violation of a water quality standard and shall document these actions in the SWPPP.

## 6.3.2. Discharge quality

a) The construction activity shall be carried out in such a manner that will prevent violations of water quality criteria as stated in the Tennessee Rules, Chapter 0400-40-03-.03. This includes, but is not limited to, the prevention of any discharge that causes a condition in which visible solids, bottom deposits or <u>turbidity</u> impair the usefulness of waters of the state for any of the uses designated for that water body by Tennessee Rules, Chapter 0400-40-04. Construction activity carried out in the manner required by



- this permit shall be considered in compliance with the Tennessee Rules, Chapter 0400-40-03-.03.
- b) There shall be no distinctly visible solids, scum, foam, oily slick, or the formation of slimes, bottom deposits, or sludge banks of such size or character as may be detrimental to fish and aquatic life.
- c) The <u>stormwater discharge</u> must not contain total suspended solids, <u>turbidity</u>, or color in such amounts or character that will result in any objectionable appearance compared to the turbidity or color of the receiving water, considering the nature and location of the water.
- d) The <u>stormwater discharge</u> shall not contain pollutants in quantities that will be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving <u>stream</u>. This provision includes species covered under Subpart 1.3.
- e) Solids or other materials removed by any <u>sediment</u> control treatment devices must be disposed of in a manner that prevents its entrance into or pollution of any surface or subsurface waters.

## 6.4. DISCHARGES INTO WATERS WITH UNAVAILABLE PARAMETERS OR EXCEPTIONAL TENNESSEE WATERS

## 6.4.1. SWPPP/BMP Requirements

- a) <u>Discharges</u> that would cause <u>measurable degradation</u> of <u>waters with unavailable parameters</u> or that would cause more than <u>de minimis degradation</u> of <u>Exceptional Tennessee Waters</u> are not authorized by this permit (Subpart 1.3). To be eligible to obtain and maintain coverage under this permit, the <u>operator</u> must satisfy, at a minimum, the following additional requirements for <u>discharges</u> into <u>waters</u> with <u>unavailable parameters</u> for siltation and for <u>discharges</u> to <u>Exceptional Tennessee Waters</u>9. All other provisions of this general permit that apply to receiving waters with available parameters shall also apply.
- b) The SWPPP must certify that EPSC measures used at the site are designed to control stormwater runoff generated by a 5-year, 24-hour storm event (the design storm), at a minimum, either from total <u>rainfall</u> in the designated period or the equivalent intensity as specified on the following website https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html.

⁹ or discharges upstream of such waters and because of the proximity to the segment and the nature of the discharge is likely to cause more than <u>de minimis degradation</u> in the unavailable or exceptional segment.



- c) The permittee shall perform inspections described in Section 5.5.3.9 at least twice every calendar <u>week</u>. Inspections shall be performed at least 72 hours apart.
- d) If the division finds that an operator is contributing to the impairment of a receiving stream despite complying with the SWPPP, the operator will be notified by the division in writing that the discharge is no longer eligible for coverage under the general permit. The operator may update the SWPPP and implement the necessary changes designed to eliminate further impairment of the receiving stream. If the permittee does not implement the SWPPP changes within seven days of receipt of notification, the permittee will be notified in writing that continued discharges must be covered by an individual permit (Subpart 8.11). To obtain the individual permit, the operator must file an individual permit application and submit an updated SWPPP. The project must be stabilized immediately and remain stable until the SWPPP is updated and the individual permit is issued. Only discharges from earth disturbing activities necessary for stabilization are authorized to continue until the individual permit is issued.
- e) For an on-site <u>outfall</u> in a drainage area totaling five or more acres, a minimum <u>sediment basin</u> volume that will provide treatment for a calculated volume of runoff from a <u>5-year, 24-hour</u> storm and runoff from each acre drained; or equivalent <u>control measures</u> as specified in the <u>Tennessee Erosion and Sediment Control Handbook</u>, shall be provided until <u>permanent stabilization</u> of the site.
- f) For an on-site <u>outfall</u> in a drainage area totaling 3.5 4.9 acres, a minimum <u>sediment</u> trap volume or engineering equivalent that will provide treatment for a calculated volume of runoff from a <u>5-year</u>, <u>24-hour</u> storm and runoff from each acre drained, is required until <u>permanent stabilization</u> of the site. A drainage area of 3.5 4.9 acres includes both disturbed and undisturbed portions of the site or areas adjacent to the site, all draining through the common <u>outfall</u>.

## 6.4.2. Water Quality Riparian Buffer Zone Requirements

Sites that contain, or are adjacent to, receiving <u>waters</u> with <u>unavailable</u> <u>parameters</u> for siltation or designated as <u>Exceptional Tennessee Waters</u> shall preserve a 60-foot natural water quality riparian <u>buffer</u> zone adjacent to the receiving <u>stream</u>. All other <u>buffer</u> zone requirements as stated in Section 4.1.2 will apply.



## Tennessee General NPDES Permit No. TNR100000 Stormwater Discharges from Construction Activities

The natural water quality riparian <u>buffer</u> zone shall be preserved between the top of <u>stream</u> bank and the disturbed construction area. The 60-foot criterion for the width of the <u>buffer</u> can be established on an average width basis at a project, as long as the minimum width of the <u>buffer</u> is more than 30 feet at any measured location. If the construction site encompasses both sides of a <u>stream</u>, <u>buffer</u> averaging can be applied to both sides, but each side must average the 60-foot criterion independently.

This requirement does not apply to an area that is being altered under the authorization of a valid Aquatic Resources Alteration Permit (ARAP), or equivalent permits issued by federal authorities. Additional natural <u>buffer</u> zone requirements may be established by the local <u>MS4</u> program.



## PART 7

## 7. RETENTION, ACCESSIBILITY AND SUBMISSION OF RECORDS

#### 7.1. DOCUMENTS

The primary permittee shall retain copies of SWPPPs, reports required by this permit, records of all data used to complete the <u>NOI</u> and the <u>NOT</u> for a period of at least three years from the date the <u>NOT</u> is submitted. This period may be extended by written request of the <u>director</u>.

#### 7.2. ACCESSIBILITY AND RETENTION OF RECORDS

The permittee shall retain a copy of the SWPPP and a copy of the permit at the construction site (or other location accessible to the division) from the date construction commences to the date of termination of permit coverage. Permittees with day-to-day operational control over SWPPP implementation shall have a copy of the SWPPP available at a central location onsite for the use of all operators and those identified as having responsibilities under the plan whenever they are on the construction site.

## 7.2.1. Posting Information at the Construction Site

A notice shall be posted near the main entrance of the construction site visible to the public with the following information:

- a) a copy of the NOC with the NPDES permit tracking number for the construction project;
- a name or company name; E-mail address (if available); telephone number and address of the project site owner/<u>operator</u> or a local contact person;
   and
- c) the location of the SWPPP (Subpart 7.2).

The notice must be maintained in a legible condition. The notice shall be posted in a local public building if posting this information near a main entrance is infeasible due to safety concerns or if the site is not accessible to the public. If the construction project is a linear construction project (e.g., pipeline or highway), the notice must be placed in a publicly accessible location near where construction is actively underway and moved as necessary. This permit does not provide the public with any right to trespass on a construction site for any reason, including inspection of a site. This permit does not require permittees to allow members of the public access to a construction site.



The permittee shall also retain the following items in an appropriate location onsite (or other location accessible to the division):

- a) A rain gauge (or use a reference site for a record of daily precipitation) and accurate <u>rainfall</u> records;
- b) A copy of all required inspection reports; and
- c) Records of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated.

#### 7.3. ELECTRONIC SUBMISSION OF DOCUMENTS

This permit requires the submission of forms developed by the <u>director</u> in order for a person to comply with certain requirements, including, but not limited to, making reports, submitting inspection findings, applying for permit coverage and requesting for termination of permit coverage. The <u>director</u> may make these forms available electronically and, if submitted electronically, then that electronic submission shall comply with the requirements of Chapter <u>0400-01-40</u>. Electronic submission may be required when available, unless waived by the Commissioner in accordance with 40 C.F.R. § 127.15.

If <u>the division</u> notifies applicants by mail, E-mail, public notice or by making information available on the world wide web of electronic forms (see <u>NPDES Electronic Reporting</u>), the <u>operators</u> may be required to use those electronic options to submit the <u>NOI</u> (Section 3.3.2)

In the event of large-scale emergencies and/or prolonged electronic reporting system outages, an episodic electronic reporting waiver may be granted by the Commissioner in accordance with 40 CFR § 127.15. A request for a deadline extension or episodic electronic reporting waiver should be submitted to <a href="mailto:DWRWater.Compliance@tn.gov">DWRWater.Compliance@tn.gov</a>, in compliance with the Federal NPDES Electronic Reporting Rule.

In the event that <u>NPDES Electronic Reporting</u> is not functioning, the permittee shall comply with reporting conditions by mailing reports with wet-ink original signatures shall to the following address:



## Tennessee General NPDES Permit No. TNR100000 Stormwater Discharges from Construction Activities

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
COMPLIANCE & ENFORCEMENT UNIT
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

For purposes of determining compliance with this permit, data provided to the division electronically is legally equivalent to data submitted on signed and certified forms. A copy must be retained for the permittee's files.

## 7.3.1. Monitoring Results

Monitoring results (if applicable, for projects exceeding 50 acres of disturbance at one time, see Subsection 5.5.3.3) shall be recorded monthly and submitted monthly using NetDMR. Submittals shall be no later than 15 days after the completion of the reporting period. If NetDMR is not functioning, a completed DMR with an original signature shall be submitted to the address for Compliance and Enforcement Unit as listed in the Subpart 7.3 above. The first DMR is due on the 15th of the month following permit effectiveness.

DMRs must be signed and certified by a responsible corporate officer as defined in Tennessee Rule 0400-40-05-.05(6), a general partner or proprietor, or a principal municipal executive officer or ranking elected official, or his duly authorized representative. Such authorization must be submitted in writing and must explain the duties and responsibilities of the authorized representative.



## PART 8

#### 8. STANDARD PERMIT CONDITIONS

#### 8.1. DUTY TO COMPLY

### 8.1.1. Duty to Comply

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Tennessee Water Quality Control Act (TWQCA) and is grounds for an enforcement action, permit termination, revocation and reissuance, modification; or for denial of a permit renewal application.

#### 8.1.2. Penalties

Pursuant to T.C.A. § 69-3-115 of The Tennessee Water Quality Control Act of 1977, as amended:

- a) Any person who violates an effluent standard or limitation or a water quality standard established under this part (T.C.A. § 69-3-101, et. seq.); violates the terms or conditions of this permit; fails to complete a filing requirement; fails to allow or perform an entry, inspection, monitoring or reporting requirement; violates a final determination or order of the board, panel or commissioner; or violates any other provision of this part or any rule or regulation promulgated by the board, is subject to a civil penalty of up to ten thousand dollars (\$10,000) per day for each day during which the act or omission continues or occurs.
- b) Any person unlawfully polluting the waters of the state or violating or failing, neglecting, or refusing to comply with any of the provisions of this part (T.C.A. § 69-3-101, et. seq.) commits a Class C misdemeanor. Each day upon which such violation occurs constitutes a separate offense.
- c) Any person who willfully and knowingly falsifies any records, information, plans, specifications, or other data required by the board or the commissioner, or who willfully and knowingly pollutes the <u>waters of the state</u>, or willfully fails, neglects or refuses to comply with any of the provisions of this part (T.C.A. § 69-3-101, et. seq.) commits a Class E felony and shall be punished by a fine of not more than twenty-five thousand dollars (\$25,000) or incarceration, or both.



## 8.1.3. Civil and criminal liability

Nothing in this permit shall be construed to relieve the discharger from civil or criminal penalties for noncompliance. Notwithstanding this permit, the discharger shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge to any surface or subsurface waters. Additionally, notwithstanding this permit, it shall be the responsibility of the discharger to conduct <u>stormwater discharge</u> activities in a manner such that public or private nuisances or health hazards will not be created. Furthermore, nothing in this permit shall be construed to preclude the State of Tennessee from any legal action or relieve the discharger from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or the Federal Water Pollution Control Act.

#### 8.1.4. Liability Under State Law

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable local, state or federal law.

#### 8.2. CONTINUATION OF THE EXPIRED GENERAL PERMIT

Permittees shall maintain coverage under this general permit until a new general permit is issued.

<u>Operator(s)</u> of an existing site permitted under <u>the division</u>'s 2016 construction general permit shall maintain full compliance with the existing SWPPP. The existing SWPPP shall be modified according to the Section 5.3.1 of this permit.

#### 8.3. NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

#### 8.4. DUTY TO MITIGATE

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.



#### 8.5. DUTY TO PROVIDE INFORMATION

The permittee shall furnish to the division or an authorized representative of the division, within a time specified by the division, any information that the division may request to determine compliance with this permit or other information relevant to the protection of the waters of the state. The permittee shall also furnish to the division, upon request, copies of records required to be kept by this permit.

#### 8.6. OTHER INFORMATION

When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the <u>director</u>, he or she shall promptly submit such facts or information.

## 8.7. SIGNATORY REQUIREMENTS

All <u>NOI</u>s, SWPPPs, <u>NOT</u>s, Construction Stormwater Inspection Certifications, Construction Stormwater Monitoring Report forms, reports, certifications or information either submitted to the <u>director</u> or the <u>operator</u> of a large or medium Municipal Separate Storm Sewer System (<u>MS4</u>) shall be signed as described in Sections 8.7.1 and 8.7.2 and dated.

## 8.7.1. Signatory Requirements for an NOI¹⁰

The NOI shall be signed as follows:

a) For a corporation, by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

- a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
- ii. the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated site including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive

¹⁰ As specified in 40 CFR 122.22(a)(1)-(3) [48 FR 14153, Apr. 1, 1983, as amended at 48 FR 39619, Sept. 1, 1983; 49 FR 38047, Sept. 29, 1984; 50 FR 6941, Feb. 19, 1985; 55 FR 48063, Nov. 16, 1990; 65 FR 30907, May 15, 2000]



measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- b) For a general partnership, by each general partner in the general partnership,
- c) For a sole proprietorship, by the proprietor,
- d) For a municipality, state, federal, or other public agency, by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:
  - i. the chief executive officer of the agency, or
  - ii. a senior executive officer having responsibility for the overall operations of a principle geographic unit of the agency (e.g., Regional Administrators of <u>EPA</u>).

NOTE: The division does not require specific assignments or delegations of authority to responsible corporate or municipal, state, federal, or other public agency officers. The division will presume that these officers have the requisite authority to sign permit applications unless the entity has notified the <u>director</u> to the contrary. Procedures governing authority to sign permit applications may provide for assignment or delegation to applicable positions rather than to specific individuals.

## 8.7.2. Signatory Requirements for SWPPPs, Reports and Other Items

SWPPPs, Construction Stormwater Inspection Certification forms, reports, certifications or other information submittals required by the permit and other information requested by the division, including but not limited to Notice of Violation responses, shall be signed by a person described in Section 8.7.1, or by a duly authorized representative of that person.

## 8.7.3. Duly Authorized Representative

For a purpose of satisfying signatory requirements for reports (Section 8.7.2), a person is a duly authorized representative only if:

- a) the authorization is made in writing by a person described in Section 8.7.1;
- b) the authorization specifies an individual having responsibility for the overall operation of the regulated site or activity such as the position of



- plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company; a duly authorized representative may thus be either a named individual or any individual occupying a named position; and
- c) the written authorization is submitted to the <u>director</u> or an appropriate <u>EFO</u>. The written authorization shall be a written document including the name of the newly authorized person or any individual occupying a named position as described in paragraph b) above, and the corresponding contact information (title, mailing address, phone number and E-mail address) for the authorized person or position. The written authorization shall be signed by the newly authorized person accepting responsibility and by the person described in Section 8.7.1 delegating the authority.

## 8.7.4. Changes to Authorization

If an authorization under Sections 8.7.1 or 8.7.3 is no longer accurate because a different individual or position has responsibility as the primary or secondary permittee, but the company name (permittee name) remains the same, a new NOI and SWPPP certification shall be submitted and signed by the new party who meets signatory authority satisfying the requirements of Sections 8.7.1 or 8.7.3 . The NOI shall include the new individual's information (title, mailing address, phone number and E-mail address), the existing tracking number and the project name.

#### 8.7.5. Signatory Requirements for Primary Permittees

Primary permittees required to sign an <u>NOI</u> and SWPPP because they meet the definition of an <u>operator</u> (Subpart 2.1) shall sign the following certification statement on the <u>NOI</u> and on the SWPPP:

"I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury."



## 8.7.6. Signatory Requirements for Secondary Permittees

Secondary permittees required to sign an <u>NOI</u> and SWPPP because they meet the definition of an <u>operator</u> but who are not primarily responsible for preparing an <u>NOI</u> and SWPPP, shall sign the following certification statement on the <u>NOI</u> and on the SWPPP:

"I certify under penalty of law that I have reviewed this document, any attachments, and the SWPPP referenced above. Based on my inquiry of the construction site owner/developer identified above and/or my inquiry of the person directly responsible for assembling this NOI and SWPPP, I believe the information submitted is accurate. I am aware that this NOI, if approved, makes the above-described construction activity subject to NPDES permit number TNR100000, and that certain of my activities onsite are thereby regulated. I am aware that there are significant penalties, including the possibility of fine and imprisonment for knowing violations, and for failure to comply with these permit requirements. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury."

#### 8.8. OIL AND HAZARDOUS SUBSTANCE LIABILITY

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to Section 311 of the Clean Water Act or Section 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

#### 8.9. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges; nor does it authorize any injury to private property, any invasion of personal rights or any infringement of federal, state or local laws or regulations. The issuance of this permit does not authorize trespassing or <u>discharges</u> of <u>stormwater</u> or non-<u>stormwater</u> across private property.

#### 8.10. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.



#### 8.11. INDIVIDUAL PERMITS

## 8.11.1. Required Individual Permit Coverage

The <u>director</u> may require any person covered by this permit to apply for and obtain an individual NPDES permit to ensure adequate protection of designated uses of a receiving <u>stream</u>. Any interested person may petition the <u>director</u> in writing to take action under this paragraph but must include in their petition the justification for such an action. Where the <u>director</u> requires a discharger authorized to discharge under this permit to apply for an individual NPDES permit, the <u>director</u> shall notify the discharger in writing that an individual permit application is required. This notification will include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the discharger to file the application and a statement that coverage under this general permit shall terminate upon the effective date of an individual NPDES permit; or denial of coverage under an individual permit. An individual NPDES permit is required only when additional permit terms or conditions beyond those set forth herein are necessary to protect water quality. Criteria for <u>the division</u> to require an individual NPDES permit may include, but are not limited to:

- a) Due to unique site conditions the discharge may result in greater than <u>de</u> <u>minimis degradation</u>, or a threat to threatened or endangered aquatic or semi-aquatic species.
- b) The total acreage to be disturbed and/or total drainage area to an <u>outfall</u> may exceed the capability of standard EPSCs and other <u>BMP</u>s to prevent pollution to waters.
- c) <u>Steep grades</u> or erosive <u>soil</u> conditions warrant site-specific controls that exceed the conditions of the CGP.
- d) Other site-specific conditions, such as contaminated soils or public lands.

The notification may require stabilization of the site and suspend coverage under this general permit until the individual permit is issued. Individual permit applications and updated SWPPP shall be submitted to the appropriate Environmental Field Office of the division as indicated in Subpart 3.4. The director may grant additional time to submit the application upon request of the applicant. If a discharger fails to submit in a timely manner an individual NPDES permit application as required by the director under this paragraph, then the applicability of this permit to the discharger will be terminated at the end of the day specified by the director for application submittal.



If the decision to require an individual NPDES permit precedes the issuance of coverage under this general permit, earth disturbing activities cannot begin until the individual permit is issued.

#### 8.11.2. Permittee-Requested Individual Permit Coverage

Any discharger authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. Any discharger that knowingly cannot abide by the terms and conditions of this permit must apply for an individual permit. In such cases, the permittee shall submit an individual application in accordance with the requirements of 40 CFR 122.26(c)(1)(ii), with reasons supporting the request, and a SWPPP to the appropriate division's Environmental Field Office. The request may be granted by issuance of an individual permit, or alternative general permit, if the reasons cited by the permittee are adequate to support the request.

#### 8.11.3. General Permit Termination

When an individual NPDES permit is issued to a discharger otherwise subject to this permit, or the discharger is authorized to discharge under an alternative NPDES general permit, the applicability of this permit to the discharger is terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. When an individual NPDES permit is denied to an owner or operator otherwise subject to this permit, or the owner or operator is denied for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is terminated on the date of such denial, unless otherwise specified by the director. Coverage under the Tennessee Multi-Sector General Permit for the Discharge of Stormwater from an Industrial Activity (TMSP) will not be considered as an alternative general permit under this section without being specified by the director.

#### 8.12. OTHER, NON-STORMWATER, PROGRAM REQUIREMENTS

No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

#### 8.13. PROPER OPERATION AND MAINTENANCE

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related equipment) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of SWPPPs.



Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee, when determined by the permittee or the division to be necessary to achieve compliance with the conditions of the permit.

#### 8.14. INSPECTION AND ENTRY

The permittee shall allow authorized representatives of the Environmental Protection Agency, the <u>director</u> or an authorized representative of the commissioner of TDEC, or, in the case of a construction site which <u>discharges</u> through a municipal separate storm sewer, an authorized representative of the <u>MS4</u> receiving the discharge, upon the presentation of credentials and other documents as may be required by law:

- a) to enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;
- b) to have access to and copy at reasonable times, any records that must be kept under the conditions of this permit; and
- c) to inspect any facilities or equipment, including monitoring and control equipment.

#### 8.15. PERMIT ACTIONS

This permit may be issued, modified, revoked, reissued or terminated for cause in accordance with this permit and the applicable requirements of T.C.A. § 69-3-108. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.



## PART 9

## 9. REQUIREMENTS FOR TERMINATION OF COVERAGE

#### 9.1. TERMINATION OF DEVELOPER AND BUILDER COVERAGE

### 9.1.1. Termination Process for Primary Permittees

Primary permittees wishing to terminate coverage under this permit must submit a completed Notice of Termination (NOT) form provided in Appendix B of this permit (representative photo or video documentation of site stabilization is recommended). Electronic submittal is encouraged (see NPDES Electronic Reporting for more information). Primary permittees who abandon a site and fail to submit the NOT will be in violation of this permit. If the NOT was not submitted five years following the "estimated end date" (as identified on the NOI), the division can terminate the CGP coverage, unless the permittee specifically requests to maintain coverage. Signs notifying the public of the construction activity shall be in place until the NOT form has been submitted. Primary permittees may terminate permit coverage only if the conditions described below occur at the site:

- a) For areas where the primary permittee has control, all earth-disturbing activities and, if applicable, construction support activities permitted under Section 1.2.2 at the site are complete and the following requirements are met:
  - i. For any areas that were disturbed during construction, are not covered by permanent structures and over which the permittee had control during the construction activities; the requirements for permanent vegetation or non-vegetative stabilization described in Subsection 5.5.3.4 are met;
  - ii. The permittee has removed and properly disposed of all construction materials, as well as waste and waste handling devices. The permittee has removed all equipment and vehicles that were used during construction, unless they are intended for long-term use following termination of permit coverage;
  - iii. The permittee has removed all <u>stormwater</u> controls that were installed and maintained during construction, except those that are intended for long-term use following termination of permit coverage;
  - iv. The permittee has identified in the SWPPP who is responsible for ongoing maintenance of any <u>stormwater</u> controls left on the site for long-term use following termination of permit coverage, and
  - v. The groundcover achieves permanent stabilization.



- b) The permittee has transferred control of all areas of the site for which he is responsible (including, but not limited to, infrastructure, common areas, stormwater drainage structures, sediment control basin) under this permit to another operator, and that operator has submitted an NOI and obtained coverage under this permit.
- c) The permittee obtains coverage under an individual or alternative general NPDES permit.

#### 9.1.2. NOT Review

The division may review <u>NOTs</u> for completeness and accuracy and, when necessary, investigate the proposed site for which the <u>NOT</u> was submitted. Coverage under the permit is terminated when the permit record is published on <u>TDEC's DataViewer</u> as "Inactive." <u>Operators</u> may be liable for discharges that occur from the site after termination.

The division retains the right to deny termination of coverage under this general permit upon receipt of the <u>NOT</u>. If the local Environmental Field Office has information indicating that the permit coverage is not eligible for termination, written notification will be provided within 30 days of receipt that permit coverage has not been terminated. The notification will include a summary of existing deficiencies. When the site meets the termination criteria, the <u>NOT</u> should be resubmitted.

If any permittee files for bankruptcy or the site is foreclosed on by the lender, the permittee shall notify <u>the division</u> of the situation so that <u>the division</u> may assess the site to determine if permit coverage should be obtained by any other person or whether other action is needed.

#### 9.2. TERMINATION OF BUILDER AND CONTRACTOR COVERAGE

## 9.2.1. Termination Process for Secondary Permittees

Secondary permittees must request termination of coverage under this permit by submitting a <u>NOT</u> when they are no longer an <u>operator</u> at the construction site. Electronic submittal is encouraged (see <u>NPDES Electronic Reporting</u> for more information). Secondary permittees receive coverage under this permit but are not normally mailed a NOC. Consequently, <u>the division</u> may, but is not required to, notify secondary permittees that their notice of termination has been received. If <u>the division</u> has reason to believe that the secondary permittee's <u>NOT</u> should



not have been submitted, the division will deny the secondary permittee's <u>NOT</u> in writing, with specific reasons as to why the <u>NOT</u> should not have been submitted.

#### 9.3. NOT CERTIFICATION

The <u>NOT</u> and the following certification must be signed in accordance with Subpart 8.7 of this permit:

"I certify under penalty of law that either: (a) all stormwater discharges associated with construction activity from the portion of the identified facility where I was an operator have ceased or have been eliminated or (b) I am no longer an operator at the construction site. I understand that by submitting this notice of termination, I am no longer authorized to discharge stormwater associated with construction activity under this general permit, and that discharging pollutants in stormwater associated with construction activity to waters of the state is unlawful under the Tennessee Water Quality Control Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this notice of termination does not release an operator from liability for any violations of this permit or the Tennessee Water Quality Control Act. I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury."

#### 9.4. WHERE TO SUBMIT A NOT?

Electronic submittal is encouraged (see <a href="NPDES Electronic Reporting">NPDES Electronic Reporting</a> for more information). Otherwise, the <a href="NOT">NOT</a> shall be submitted to the Environmental Field Office (EFO) which issued the NOC to the primary permittee. A list of counties and the corresponding <a href="EFOs">EFOs</a> is provided in Subpart 3.4. The appropriate permit tracking number must be clearly printed on the form.



## **PART 10**

## **10.** DEFINITIONS, ACRONYMS AND RESOURCES

## 10.1. **DEFINITIONS**

2-year 24-hour	2-year and 5-year design storm depths and intensities
5-year 24-hour	The estimated design rainfall amounts, for any return
	period interval (i.e., 2-yr, 5-yr, 25-yr, etc.,) in terms of either
	24-hour depths or intensities for any duration, can be found
	by accessing the data available at
	https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html.
	Other data sources may be acceptable with prior written
	approval by TDEC Division of Water Resources.
ARAP	Aquatic Resource Alteration Permit
	Persons who wish to make an alteration to a stream, river,
	lake or wetland must first obtain a water quality permit.
	Physical alterations to properties of waters of the state
	require an ARAP or a §401 Water Quality Certification (§401
	certification). Examples of <u>stream</u> alterations that require a
	permit from the division include:
	<ul> <li>Dredging, excavation, channel widening, or</li> </ul>
	straightening
	Bank sloping; stabilization
	Channel relocation
	<ul> <li>Water diversions or withdrawals</li> </ul>
	Dams, weirs, dikes, levees or other similar structures
	<ul> <li>Flooding, excavating, draining and/or filling a wetland</li> </ul>
	Road and utility crossings
	Structural fill
	General ARAPs are developed and maintained by the
	division to provide a streamlined, expedited means of
	authorizing projects that singularly or cumulatively propose
	minor impacts to water resources.
ВМР	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 <u>waters</u> of the state.
	BMPs also include treatment requirements, operating
	procedures; and practices to control plant site runoff,
	-



	spillage, leaks, sludge or waste disposal, or drainage from
	raw material storage. BMPs include source control practices
	(non-structural BMPs) and engineered structures designed
	to treat runoff.
	Structural BMPs are facilities that help prevent pollutants in
	stormwater runoff from leaving the site.
	Non-structural BMPs are techniques, activities and
	processes that reduce pollutants at the source.
borrow pit	<b>Borrow Pit</b> is an excavation from which erodible material
	(typically <u>soil</u> ) is removed to be fill for another site. There is
	no processing or separation of erodible material conducted
	at the site. Given the nature of activity and pollutants
	present at such excavation, a borrow pit is considered a
	construction activity for the purpose of this permit.
buffer zone	<b>Buffer Zone</b> or <b>Water Quality Riparian Buffer</b> is a
	permanent strip of natural perennial vegetation, adjacent to
	a <u>stream</u> , river, wetland, pond, or lake that contains dense
	vegetation made up of grass, shrubs, and/or trees. The
	purpose of a water quality riparian buffer is to maintain
	existing water quality by minimizing risk of any potential
	sediments, nutrients or other pollutants reaching adjacent
	surface waters and to further prevent negative water
	quality impacts by providing canopy over adjacent waters
clearing	<b>Clearing</b> refers to removal of vegetation and disturbance of
	<u>soil</u> prior to grading or excavation in anticipation of
	construction activities. Clearing may also refer to wide area
	land disturbance in anticipation of non-construction
	activities. Clearing, grading and excavation do not refer to
	clearing of vegetation along existing or new roadways,
	highways, dams or power lines for sight distance or other
	maintenance and/or safety concerns, or cold planning,
	milling, and/or removal of concrete and/or bituminous
	asphalt roadway pavement surfaces. The clearing of land
	for agricultural purposes is exempt from federal
	stormwater NPDES permitting in accordance with Section
	401(1)(1) of the 1987 Water Quality Act and state
	stormwater NPDES permitting in accordance with the
	Tennessee Water Quality Control Act of 1977 ( <u>T.C.A. 69-3</u> -
	<u>101</u> et seq.).

commencement	<b>Commencement of construction:</b> the initial disturbance of			
	<u>soils</u> associated with clearing, grading, excavating or other			
	construction activities.			
common plan	Common plan of development or sale is broadly defined			
	as any announcement or documentation (including a sign,			
	public notice or hearing, sales pitch, advertisement,			
	drawing, permit application, zoning request, computer			
	design) or physical demarcation (including boundary signs,			
	lot stakes, surveyor markings) indicating construction			
	activities may occur on a specific plot. A common plan of			
	development or sale identifies a situation in which multiple			
	areas of disturbance are occurring on contiguous areas.			
	This applies because the activities may take place at			
	different times, on different schedules, by different			
	operators.			
control	<b>Control measure</b> refers to any Best Management Practice			
measure	(BMP) or other method used to prevent or reduce the			
	discharge of pollutants to waters of the state.			
CWA	<b>CWA</b> means the Clean Water Act of 1977 or the Federal			
	Water Pollution Control Act (33 U.S.C. 1251, et seq.)			
director	<b>Director</b> means the director, or authorized representative,			
	of the Division of Water Resources of the State of			
	Tennessee, Department of Environment and Conservation.			
degradation	<b>Degradation</b> means the alteration of the properties of			
	waters by the addition of pollutants, withdrawal of water, or			
	removal of habitat, except those alterations of a short			
	duration.			
de minimis	<b>De Minimis</b> is degradation of a small magnitude, as			
	provided in this paragraph:			
	(a) <u>Discharges</u> and withdrawals:			
	1. Subject to the limitation in part 3 of this			
	subparagraph, a single discharge other than those			
	from new domestic wastewater sources will be			
	considered de minimis if it uses less than five percent			
	of the available assimilative capacity for the substance			
	being discharged.			
	2. Subject to the limitation in part 3 of this			
	subparagraph, a single water withdrawal will be			
	considered de minimis if it removes less than five			
	percent of the 7Q10 flow of the <u>stream</u> .			

	<ol> <li>If more than one activity described in part 1 or 2 of this subparagraph has been authorized in a segment and the total of the authorized and proposed impacts uses no more than 10% of the assimilative capacity, or 7Q10 low flow, they are presumed to be de minimis. Where the total of the authorized and proposed impacts uses 10% of the assimilative capacity, or 7Q10 low flow, additional degradation may only be treated as de minimis if the Division finds on a scientific basis that the additional degradation has an insignificant effect on the resource.</li> <li>(b) Habitat alterations authorized by an Aquatic Resource Alteration Permit (ARAP) are de minimis if the Division finds that the impacts, individually and cumulatively, are offset by impact minimization and/or in-system mitigation, provided however, in Outstanding National Resource Waters (ONRWs) the mitigation must occur within the ONRW.</li> </ol>
discharge of a	<b>Discharge</b> or <b>discharge</b> of a pollutant refers to the
pollutant	addition of pollutants to waters from a source.
disturbed area	<b>Disturbed area</b> means the total area presented as part of the development (and/or of a larger common plan of development) subject to being cleared, graded, grubbed, filled or excavated during the life of the development. The area cannot be limited to only the portion of the total area that the site-wide owner/developer initially disturbs through the process of various land clearing activities or in the construction of roadways, sewers, drainfields, and water utilities, <u>stormwater</u> drainage structures, etc., to make the property marketable.
division	<b>Division</b> means the Division of Water Resources of the State of Tennessee, Department of Environment and Conservation
exceptional	Exceptional Tennessee Waters are surface waters
waters	designated by the division as having the characteristics set
	forth at Tennessee Rules, Chapter 0400-40-0306(4).
	Characteristics include waters within parks or refuges;
	scenic rivers; waters with threatened or endangered
	species; waters that provide specialized recreational
	opportunities; waters within areas designated as lands

	unsuitable for mining; waters with naturally reproducing trout; waters with exceptional biological diversity and other
normanant	waters with outstanding ecological or recreational value.
permanent stabilization	<b>Permanent Stabilization</b> means that all <u>soil</u> disturbing activities at the site have been completed and one of the
Stabilization	·
	three following criteria is met:  (1) A perennial, preferably native, vegetative cover with a
	uniform (i.e., evenly distributed, without large bare
	areas) density of at least 70 percent has been
	established on all unpaved areas and areas not covered
	by permanent structures, and all slopes and channels
	have been permanently stabilized against erosion.
	(2) Equivalent permanent stabilization measures such as
	the use of riprap; permanent geotextiles; hardened
	surface materials including concrete, asphalt, gabion
	baskets or Reno mattresses have been employed.
	(3) For construction projects on land used for agricultural
	or silvicultural purposes, permanent stabilization may
	be accomplished by returning the disturbed land to its
	preconstruction agricultural or silvicultural use.
improved	Improved sinkhole is a natural surface depression that
sinkhole	has been altered in order to direct fluids into the hole
	opening. Improved sinkhole is a type of injection well
	regulated under the Underground Injection Control (UIC)
	program. Underground injection constitutes an intentional
	disposal of waste waters in natural depressions, open
	fractures and crevices, such as those commonly associated
	with weathering of limestone.
Level 1	Level 1 - Fundamentals of Erosion Prevention and
	Sediment Control training and certification program
	administered by University of Tennessee Water Resources
	Research Center ( <a href="https://tnepsc.org/index.asp">https://tnepsc.org/index.asp</a> ). The
	Fundamentals course is a foundation-building course
	intended for individuals involved in land-disturbing
	intended for individuals involved in land-disturbing activities covered by the Construction General Permit. The
	intended for individuals involved in land-disturbing activities covered by the Construction General Permit. The course aims to build a working knowledge of erosion and
	intended for individuals involved in land-disturbing activities covered by the Construction General Permit. The course aims to build a working knowledge of erosion and sedimentation processes and practices and is intended for:
	intended for individuals involved in land-disturbing activities covered by the Construction General Permit. The course aims to build a working knowledge of erosion and

Level 2	Construction General Permit and related SWPPP requirements; function, installation, limitations, inspection and maintenance of Best Management Practices; roles of local officials and state government agencies involved in the permitting process; and basic hydrologic and erosion processes. Upon successful completion of a Course Certification Exam, the participant receives a Level 1 TNEPSC certificate. The Level 1 certificate is valid for three full years following the year that the certificate was issued. To meet the requirement for Level 1 certified staff, TDOT may develop and administer an approved equivalent Level1 training and certification program as provided in the TDOT individual MS4 Permit. The equivalent TDOT Level 1 certification is valid only for TDOT staff and for projects where TDOT is the primary site operator.  Level 2 - Design Principles for Erosion Prevention and Sediment Control for Construction Sites training and certification program administered by University of Tennessee Water Resources Research Center (https://tnepsc.org/index.asp). It is an advanced 2-day workshop designed for engineers and other professionals who have completed the prerequisite Level 1 course. The Level 2 Design workshop provides the general tools needed for developing an acceptable, working SWPPP. Topics discussed in the course include: hydrologic methods for determining peak flows; principles of soil erosion, scouring and sediment transport processes, including practice examples for preventing erosion; and open channel principles and practices for designing a stable channel, including use and examples of riprap, blankets and matting, and vegetation; stormwater control requirements and design; sedimentation principles; and temporary sediment basin design requirements, and detailed examples. The Level 2 Design workshop provides and detailed examples. The Level 2 Design workshop provides
	temporary sediment basin design requirements, and
	detailed examples. The Level 2 Design workshop provides a
	Certificate of Completion after attending both days and
	successfully completing the take-home exam.
linear project	<b>Linear Project</b> is a land disturbing activity as conducted by
	an underground/overhead utility or highway department,
	including, but not limited to, any cable line or wire for the
	transmission of electrical energy; any conveyance pipeline
	for transportation of gaseous or liquid substance; any
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measurable	cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas and borrow/spoil sites associated with the linear project. Land disturbance specific to the development of residential and commercial subdivisions or high-rise structures is not considered a linear project.  Measurable Degradation, as used in the context of						
degradation	<u>discharges</u> or withdrawals, means changes in parameters						
	of waters that are of sufficient magnitude to be detectable						
	by the best available instrumentation or laboratory						
	analyses.						
month	<b>Month</b> or <b>Monthly</b> refers to calendar months.						
MS4	"Municipal Separate Storm Sewer System" or "MS4" is						
	defined in 40 CFR §122.26(b)(8) to mean a conveyance or						
	system of conveyances (e.g., roads with drainage systems,						
	municipal streets, catch basins, curbs, gutters, ditches,						
	manmade channels, or storm drains) that are:						
	a) 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 and approved management agency						
	under section 208 of the CWA that <u>discharges</u> to waters						
	of the United States;						
	b) designed or used for collecting or conveying						
	stormwater;						
	c) not a combined sewer; and						
	d) not part of a Publicly Owned Treatment Works (POTW)						
	as defined in 40 CFR §122.2.						
operator	<b>Operator</b> for the purpose of this permit and in the context						
•	of stormwater associated with construction activity, means						
	any person (typically considered the primary permittee)						
	any person (cypically considered the primary permittee)						



	<b>control program</b> is one that includes, as defined in 40 CFR 122.44(s):
QLP	Qualifying State, Tribal, or local erosion and sediment
	wastes.
pollutant	<b>Pollutant</b> means sewage, industrial wastes, or other
	general permit, and can be considered synonyms.
	source" and term "outfall" are used interchangeably in this
	concentrated flow in a discrete conveyance. Phrase "point
	short, outfall is a point where runoff leaves the site as a
	irrigated agriculture or agricultural <u>stormwater</u> runoff. In
	pastures, range lands, forest lands or return flows from
	stormwater runoff from orchards, cultivated crops,
	source agricultural and silvicultural activities, including
	does not include introduction of pollutants from non-point
	from which pollutants are or may be discharged. This term
	leachate collection system, vessel or other floating craft
	rolling stock, concentrated animal feeding operation, landfill
	channel, tunnel, conduit, well, discrete fissure, container,
outfall)	conveyance, including but not limited to, any pipe, ditch,
point source (or	<b>Point source</b> means any discernible, confined and discrete
	of "operator" (see Part 2 of this permit).
	project, different types of parties may satisfy the definition
	It is anticipated that at different phases of a construction
	permittee and is considered a secondary permittee.
	or a commercial builder who is hired by the primary
	permit conditions. This person is typically a contractor
	ensure compliance with a <u>SWPPP</u> for the site or other
	those activities at a project which are necessary to
	b) This person has day-to-day operational control of
	current owner of the construction site.
	(e.g., subsequent builder) or the person who is the
	developer of the project or a portion of the project
	specifications. This person is typically the owner or
	ability to make modifications to those plans and
	construction plans and specifications, including the
	a) This person has operational or design control over
	the following two criteria:
	associated with a construction project that meets either of

	<ul> <li>a) Requirements for construction site operators to implement appropriate erosion and sediment control best management practices.</li> <li>b) Requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.</li> <li>c) Requirements for construction site operators to develop and implement a stormwater pollution prevention plan. A stormwater pollution prevention plan includes site descriptions, descriptions of appropriate control measures, copies of approved State, Tribal or local requirements, maintenance procedures, inspection procedures and identification of non-stormwater discharges.</li> <li>d) Requirements to submit a site plan for review that incorporates consideration of potential water quality impacts.</li> </ul>					
rainfall	·					
Tannan	A <b>rainfall event</b> is defined as any occurrence of rain preceded by 10 hours without precipitation that results in					
	an accumulation of 0.01 inches or more. Instances of					
	rainfall occurring within 10 hours of each other will be					
	considered a single rainfall event.					
registered	Registered Engineer and Registered Landscape Architect					
engineer						
erigirieer	An engineer or landscape architect certified and registered					
	by the State Board of Architectural and Engineer Examiners					
	pursuant to Section 62-202, Tennessee Code Annotated, to					
runoff	practice in Tennessee. <b>Runoff coefficient</b> means the fraction of total rainfall that					
coefficient	will appear at the conveyance as runoff. Runoff coefficient is					
Cocincicité	also defined as the ratio of the amount of water that is not					
	also defined as the ratio of the amount of water that is not absorbed by the surface to the total amount of water that					
	falls during a rainstorm.					
sediment	Sediment means solid material, both inorganic (mineral)					
	and organic, that is in suspension, is being transported; or					
	has been moved from the site of origin by wind, water,					
	gravity or ice as a product of erosion.					
sediment basin	<b>Sediment basin</b> A temporary basin consisting of an					
	embankment constructed across a wet weather					
L	<u> </u>					

	conveyance, an excavation that creates a basin or by a combination of both. A sediment basin typically consists of a forebay cell, dam, impoundment, permanent pool, primary spillway, secondary or emergency spillway and surface dewatering device. The size and shape of the basin depends on the location, size of drainage area, incoming runoff volume and peak flow, soil type and particle size, land cover, and receiving stream classification (i.e., waters with unavailable parameters, Exceptional TN Waters, or waters with available parameters).
sedimentation	<b>Sedimentation</b> means the action or process of forming or depositing sediment.
soil	<b>Soil</b> or <b>Topsoil</b> means the unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of plants.
steep slope	<b>Steep Slope</b> or <b>Steep Grade</b> means a natural or created slope of 35% grade or greater. Designers of sites with steep slopes must pay attention to <u>stormwater</u> management in the <u>SWPPP</u> to engineer runoff around or over a steep slope so as not to erode the slope. In addition, site managers should focus on erosion prevention on the slopes and stabilize the slopes as soon as practicable to prevent slope failure or sediment discharges from the project.
stormwater	<b>Stormwater</b> means rainfall runoff, snow melt runoff, and surface runoff and drainage.
stream	A <b>Stream</b> is a surface water that is not a wet weather conveyance. Therefore, as used in this permit, "stream" includes lakes, wetlands and other non-linear surface waters.
construction stormwater	Stormwater associated with industrial activity is defined in 40 CFR 122.26(b)(14) and incorporated here by reference. Most relevant to this permit is 40 CFR 122.26(b)(14)(x), which relates to construction activity including clearing, grading, filling and excavation activities, including borrow pits containing erodible material. Disturbance of soil for the purpose of crop production is exempt from permit requirements, but stormwater discharges from agriculture-related activities that involve construction of structures (e.g., barn construction, road construction, pond construction) are considered associated with industrial

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discharge-	activity. Maintenance to the original line and grade, hydraulic capacity; or to the original purpose of the facility (e.g., re-clearing, minor excavation performed around an existing structure necessary for maintenance or repair and repaving of an existing road) is not considered a construction activity for the purpose of this permit.  Stormwater discharge-related activities means activities
related activities	that cause, contribute to or result in point source
Telatea activities	stormwater pollutant discharges. These activities may
	include excavation, site development, grading and other
	surface disturbance activities; and activities to control
	stormwater including the siting, construction and
	operation of best management practices (BMPs).
SWPPP	Stormwater Pollution Prevention Plan is a written site-
	specific plan required by this permit that includes a
	narrative pollution prevention plan and graphical erosion
	and sediment control plan. In its basic form, the plan
	contains a site map, a description of construction activities
	that could introduce pollutants to stormwater runoff, a
	description of measures or practices to control these
	pollutants, and erosion and sediment control plans and
	specifications. It must be prepared and submitted before
	construction begins. In order to effectively reduce erosion
	and <u>sedimentation</u> impacts, Best Management Practices
	(BMPs) must be designed, installed and maintained during
	land disturbing activities. The <u>SWPPP</u> should be prepared
	in accordance with the Tennessee Erosion and Sediment
	Control Handbook.
take	<b>Take</b> of an endangered species means to harass, harm,
	pursue, hunt, shoot, wound, kill, trap, capture or collect, or
	attempt to engage in any such conduct.
the handbook	<b>Tennessee Erosion and Sediment Control Handbook</b> is a
3	guidance issued by the Division of Water Resources for the
	purpose of developing Stormwater Pollution Prevention
	Plans and Erosion and Sediment Control Plans required by
	the TNCGP.
	The handbook is designed to provide information to
	planners, developers, engineers and contractors on the
	proper selection, installation and maintenance of BMPs. The
	handbook is intended for use during the design and

	construction of projects that require erosion and sediment
	controls to protect waters of the state.
temporary	<b>Temporary stabilization</b> is achieved when vegetation or
stabilization	non-erodible surface has been established on the area of
	disturbance and construction activity has temporarily
	ceased. Under certain conditions, temporary stabilization is
	required when construction activities temporarily cease.
	However, if future construction activity is planned, permit
	coverage continues.
TMDL	Total maximum daily load (TMDL) means the sum of the
	individual wasteload allocations for point sources and load
	allocations for nonpoint sources and natural background
	(40 CFR 130.2(I)). TMDL is a study that quantifies the
	amount of a pollutant in a stream, identifies the sources of
	the pollutant and recommends regulatory or other actions
	that may need to be taken in order for the <u>stream</u> to cease
	being polluted. TMDLs can also be described by the
	following equation:
	TMDL = sum of nonpoint sources (LA)+ sum of <u>point</u>
	sources (WLA)+ margin of safety
	A list of completed TMDLs that have been approved by EPA
	can be found at our web site:
	https://www.tn.gov/environment/program-areas/wr-water-
	resources/watershed-stewardship/tennessee-s-total-
	maximum-daily-loadtmdlprogram.html
treatment	Treatment chemicals are polymers, flocculants or other
chemicals	chemicals used to reduce turbidity in stormwater
	discharges by chemically bonding to suspended silts and
	other soil materials and causing them to bind together and
	settle out. Common examples of anionic treatment
	chemicals are chitosan and anionic PAM.
turbidity	<b>Turbidity</b> is the cloudiness or haziness of a fluid caused by
	individual particles (suspended solids) that are generally
	invisible to the naked eye, similar to smoke in air.
waste site	Waste site is an area where material from a construction
	site is disposed of. When the material is erodible, such as
	soil, the site must be treated as a construction site.

waters or waters of the state	<b>Waters</b> (or waters of the state) means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof, except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.
unavailable	Waters with unavailable parameters means any
parameters	segment of surface waters that has been identified by the division as failing to support one or more classified uses. For the purpose of this permit, pollutant of concern is siltation. Based on the most recent assessment information available to staff, the division will notify applicants and permittees if their discharge is into, or is affecting, waters with unavailable parameters. Resources to be used in making this determination include biennial compilations of impaired waters, databases of assessment information, updated GIS coverages ( <a href="https://tdeconline.tn.gov/dwr/">https://tdeconline.tn.gov/dwr/</a> ), and the results of recent field surveys. GIS coverages of the <a href="https://tdeconline.tn.gov/dwr/">streams</a> and lakes not meeting water quality standards, plus the biennial list of waters with unavailable parameters, can be found at <a href="https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reportspublications.html">https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reportspublications.html</a> .
week	A <b>one-week period</b> is a synonym of a <b>calendar-week</b> ;
VVCCR	typically, a period from Sunday through Saturday.
wot	
wet	Wet weather conveyances are man-made or natural
weather	watercourses, including natural watercourses that have
conveyance	<ul><li>been modified by channelization, that meet the following:</li><li>a) The conveyance carries flow only in direct response to precipitation runoff in its immediate locality.</li><li>b) The conveyance's channels are at all times above the</li></ul>
	ground water table.
	c) The flow carried by the conveyance is not suitable for drinking water supplies.
	d) Hydrological and biological analyses indicate that, due to naturally occurring ephemeral or low flow under normal weather conditions, there is not sufficient water



## Tennessee General NPDES Permit No. TNR100000 Stormwater Discharges from Construction Activities

to support fish or multiple populations of obligate lotic					
aquatic organisms whose life cycle includes an aquatic					
phase of at least two months. (Tennessee Rules,					
Chapter 0400-40-304(3)).					

#### 10.2. ACRONYMS AND ABBREVIATIONS

7Q10 7-day minimum, 10-year recurrence interval

ARAP Aquatic Resource Alteration Permit

BMP Best Management Practice

BPT Best Practicable Control Technology Currently Available

CERCLA Comprehensive Environmental Response, Compensation and Liability Act

CFR Code of Federal Regulations

CGP Construction General Permit (this NPDES permit)

CWA Clean Water Act

EFO Environmental Field Office (see Subpart 3.4)
EPA (U.S.) Environmental Protection Agency
EPSC Erosion Prevention and Sediment Control
MS4 Municipal Separate Storm Sewer System
NOC Notice of Coverage (see Subpart 1.5)

NOI Notice of Intent (to be covered by this permit – see Section 1.4.1)

NOT Notice of Termination (see Part 9)

NPDES National Pollutant Discharge Elimination System

ONRW Outstanding National Resource Waters
QLP Qualifying Local Program (see Section 1.4.5)

SWPPP Stormwater Pollution Prevention Plan

TDEC Tennessee Department of Environment and Conservation

TDOT Tennessee Department of Transportation

TMDL Total Maximum Daily Load

TMSP Tennessee Multi-Sector General Permit for the Discharge of

Stormwater from an Industrial Activity

TVA Tennessee Valley Authority

TWQCA Tennessee Water Quality Control Act

UIC Underground Injection Control USGS United States Geological Survey



## Tennessee General NPDES Permit No. TNR100000 Stormwater Discharges from Construction Activities

#### 10.3. RESOURCES, HYPERLINKS, AND WEB PAGES

Electronic Code of Federal Regulations (eCFR), Title 40 (40 CFR § 1 through § 1099) <a href="https://www.ecfr.gov/cgi-bin/text-">https://www.ecfr.gov/cgi-bin/text-</a>

 $\underline{idx?SID=75202eb5d09974cab585afeea981220b\&mc=true\&tpl=/ecfrbrowse/Title_{40/40chapterl.tpl}}$ 

Electronic Reporting (NetDMR) Waiver Request

https://www.tn.gov/content/dam/tn/environment/water/documents/wr_ereporting_waiver.pdf

Online Forms

**NPDES Electronic Reporting** 

NPDES Compliance Inspection Manual (EPA)

https://www.epa.gov/sites/production/files/2017-01/documents/npdesinspect.pdf

NPDES Electronic Reporting Rule

https://www.federalregister.gov/documents/2015/10/22/2015-24954/national-pollutant-discharge-elimination-system-npdes-electronic-reporting-rule

Rules of the TN Department of Environment and Conservation, Chapter 0400-40 <a href="https://publications.tnsosfiles.com/rules/0400/0400-40/0400-40.htm">https://publications.tnsosfiles.com/rules/0400/0400-40/0400-40.htm</a>

TDEC Water Quality Rules, Reports, and Publications

https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reports---publications.html

Technical Support Document for Water Quality-based Toxics Control (EPA) <a href="https://www3.epa.gov/npdes/pubs/owm0264.pdf">https://www3.epa.gov/npdes/pubs/owm0264.pdf</a>

Tennessee Water Resources Data and Map Viewers

https://www.tn.gov/environment/program-areas/wr-water-resources/waterquality/water-resources-data-map-viewers.html

**USGS StreamStats** 

https://www.usgs.gov/mission-areas/water-resources/science/streamstatsstreamflow-statistics-and-spatial-analysis-tools?qtscience center objects=0#qt-science center objects



## **Tennessee General NPDES Permit No. TNR100000 Stormwater Discharges from Construction Activities**

**USGS SWToolbox** 

https://www.usgs.gov/software/swtoolbox-software-information

(End of body of permit; appendices follow.)

### **APPENDIX A – NOTICE OF INTENT FORM (NOI)**

(See Next Page)



#### TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Water Resources William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor Nashville, TN 37243

Toll Free Number: 1-888-891-8332 (TDEC)

# NOTICE OF INTENT (NOI) FOR GENERAL NPDES PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES (TNR100000)

Site or Project		NPDES Tracking			
Name:			Number: TN	IR	
Street Address including city or zip			Construction Start Date:		
code or Location:			Estimated End Date:		
Site			Latitude (dd.dddd):		
Description:			Longitude (-dd.dddd):		
Description.	MS4		Acres Distur		
County(ies):	Jurisdiction (if applicable):		Total Acres:		
Are there any streams and/or wetlands for wetlands are located on-site and may be implied an Aquatic Resource Alteration Permit has be is the permit number?	pacted, attach we	etlands delineati		ıber:	
Receiving waters:					
Include the SWPPP with the NOI SWPPP Included		Include a site location map	☐ Map Incl	uded	
Name of Site Owner or Developer (Site-Wid operational or design control over construction		•	e of person, o	company, o	r entity that has
For corporate entities only, provide the Tenne	ssee Secretary of	State (SOS) Cor	ntrol Number:	:	
Site Owner or Developer Contact Name: (individual responsible for site)  Title or Position: (the party who signs the certific below):			ne certification		
Mailing Address:		City:		State:	Zip:
Phone: ( )		E-mail:			
Optional Contact Name:		Title or Position	า:		
Mailing Address:		City:		State:	Zip:
Phone: ( )	E-mail:		1		
CN 0040 (Pay 12.21)				-	DN 2266

CN-0940 (Rev. 12-21) RDA 2366

Owner or Developer Certification: (must be signed by presid	lent, vice-president or equivalent, or	ranking elected
official) (Primary Permittee)  I certify under penalty of law that this document and all attach supervision. The submitted information is to the best of my kn aware that there are significant penalties for submitting false i imprisonment. As specified in Tennessee Code Annotated Sect penalty of perjury.	owledge and belief, true, accurate, and owledge and belief, true, accurate, and own accurate, and own accurate, and own accurate, and own accurate, and own accurate, accurate, and own accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, accurate, ac	and complete. I am of fine and
Owner or Developer Name: (print or type)	Signature:	Date:
<b>Contractor(s) Certification:</b> (must be signed by president, vic (Secondary Permittee)	e-president or equivalent, or rankin	g elected official)
I certify under penalty of law that I have reviewed this docume Based on my inquiry of the construction site owner/developer responsible for assembling this NOI and SWPPP, I believe the i NOI, if approved, makes the above-described construction acti that certain of my activities on-site are thereby regulated. I am possibility of fine and imprisonment for knowing violations, an As specified in Tennessee Code Annotated Section 39-16-702(a Primary contractor name, address, and SOS control number (if applicable): (print or type)	identified above and/or my inquiry nformation submitted is accurate. I vity subject to NPDES permit numbe aware that there are significant per d for failure to comply with these pe	of the person directly am aware that this er TNR100000, and nalties, including the ermit requirements.
Primary contractor name, address, and SOS control number (if applicable): (print or type)	Signature:	Date:
Primary contractor name, address, and SOS control number (if applicable): (print or type)	Signature:	Date:

CN-0940 (Rev. 12-21) (Instructions on reverse) RDA 2366

## NOTICE OF INTENT (NOI) FOR GENERAL NPDES PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES (TNR100000)

<u>Purpose of this form:</u> A completed notice of intent (NOI) must be submitted to obtain coverage under the Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activity (permit). **Requesting coverage under this permit means that an applicant has obtained and examined a copy of this permit, and thereby acknowledges applicant's claim of ability to be in compliance with permit terms and conditions. This permit is required for stormwater discharge(s) from construction activities including <u>clearing</u>, grading, filling and excavating (including <u>borrow pits</u>) of one or more acres of land. This form should be submitted at least 30 days prior to the <u>commencement</u> of land disturbing activities, or no later than 48 hours prior to when a new operator assumes operational control over site specifications or commences work at the site.** 

The appropriate permit application fee must accompany the NOI and is based on total acreage to be disturbed by an entire project, including any associated construction support activities (e.g., equipment staging yards, material storage areas, excavated material disposal areas, borrow or <u>waste</u> sites):

(i) Projects equal to or greater than 150 acres	\$10,000
(ii) Projects equal to or greater than 50 acres and less than 150 acres	\$6,000
(iii) Projects equal to or greater than 20 acres and less than 50 acres	\$3,000
(iv) Projects equal to or greater than 5 acres and less than 20 acres	\$1,000
(v) Projects equal to or greater than 1 acre and less than 5 acres	\$250
(vi) Projects seeking subsequent coverage under an actively covered larger common	
plan of development or sale	\$100

There is no fee for sites less than 1 acre. A separate annual maintenance fee is also required for construction activities that exceed 1 year under general permit coverage. Tennessee Rules, Chapter 0400-40-11-.02(b)(12)).

Who must submit the NOI form? Per Section 2 of the permit, all site operators must submit an NOI form. "Operator" for the purpose of this permit and in the context of stormwater associated with construction activity means any person associated with a construction project who meets either or both of the following two criteria: (1) The person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically the owner or developer of the project or a portion of the project (e.g. subsequent builder), or the person that is the current landowner of the construction site. This person is considered the primary permittee; or (2) The person has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions. This person is typically a contractor or a commercial builder who is hired by the primary permittee and is considered a secondary permittee.

Owners, developers and all contractors that meet the definition of the operator in subsection 2.2 of the permit shall apply for permit coverage on the same NOI, insofar as possible. After permit coverage has been granted to the primary permittee, any separate or subsequent NOI submittals must include the site's previously assigned permit tracking number and the project name. The site-wide site-specific SWPPP shall be prepared in accordance with the requirements of part 5 of the permit and must be submitted with the NOI unless the NOI being submitted is to only add a contractor (secondary permittee) to an existing coverage.

CN-0940 (Rev. 12-21) RDA 2366

Artificial entities (e.g., corporations or partnerships excluding entities not required to register) must submit the TN Secretary of State, Division of Business Services, control number. The Division reserves the right to deny coverage to artificial entities that are not properly registered and in good standing with the TN Secretary of State.

<u>Notice of Coverage</u> The division will review the NOI for completeness and accuracy and prepare a notice of coverage (NOC). Stormwater discharge from the construction site is authorized as of the effective date of the NOC.

<u>Complete the form</u> Type or print clearly, using ink and not markers or pencil. Answer each item or enter "NA," for not applicable, if a particular item does not fit the circumstances or characteristics of your construction site or activity. If you need additional space, attach a separate piece of paper to the NOI form. The NOI will be considered incomplete without a permit fee, a map, and the SWPPP.

Describe and locate the project Use the legal or official name of the construction site. If a construction site lacks street name or route number, give the most accurate geographic information available to describe the location (reference to adjacent highways, roads and structures; e.g. intersection of state highways 70 and 100). Latitude and longitude (expressed in decimal degrees) of the center of the site can be located on USGS quadrangle maps. The maps can be obtained at the USGS World Wide Web site: <a href="http://www.usgs.gov/">http://www.usgs.gov/</a>; latitude and longitude information can be found at numerous other web sites. Attach a copy of a portion of a 7.5 minute topographic map, a city map, or a county map showing location of site, with boundaries at least one mile outside the site boundaries. Provide estimated starting date of clearing activities and completion date of the project, and an estimate of the number of acres of the site on which soil will be disturbed, including borrow areas, fill areas, stockpiles and the total acres. For linear projects, give location at each end of the construction area.

Give name of the receiving waters Trace the route of stormwater runoff from the construction site and determine the name of the river(s), stream(s), creek(s), wetland(s), lake(s) or any other water course(s) into which the stormwater runoff drains. Note that the receiving water course may or may not be located on the construction site. If the first water body receiving construction site runoff is unnamed ("unnamed tributary"), determine the name of the water body that the unnamed tributary enters.

An ARAP may be required If your work will disturb or cause alterations of a stream or wetland, you must obtain an appropriate Aquatic Resource Alteration Permit (ARAP). If you have a question about the ARAP program, contact your local Environmental Field Office (EFO).

Submitting the form and obtaining more information Note that this form must be signed by the company President, Vice-President, or a ranking elected official in the case of a municipality, for details see subpart 2.5. For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC). Submit the completed NOI form (keep a copy for your records) to the appropriate EFO for the county(ies) where the construction activity is located, addressed to **Attention: Stormwater NOI Processing** or use MyTDEC Forms for electronic submittal.

EFO	Street Address	Zip Code	EFO	Street Address	Zip Code
Memphis	8383 Wolf Lake Drive, Bartlett	38133-4119	Cookeville	1221 South Willow Ave.	38506
Jackson	1625 Hollywood Drive	38305-4316	Chattanooga	1301 Riverfront Parkway, Suite 206	37402-2013
Nashville	711 R S Gass Boulevard	37243	Knoxville	3711 Middlebrook Pike	37921
Columbia	1421 Hampshire Pike	38401	Johnson City	2305 Silverdale Road	37601

CN-0940 (Rev. 12-21) RDA 2366

### **APPENDIX B - NOTICE OF TERMINATION FORM (NOT)**

(See Next Page)



Site or Project

#### TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC)

Division of Water Resources (DWR)
William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243
1-888-891-TDEC (8332)

#### Notice of Termination (NOT) for General NPDES Permit for Stormwater Discharges from Construction Activities (CGP)

This form is required to be submitted when requesting termination of coverage from the CGP. The purpose of this form is to notify the TDEC that either all stormwater discharges associated with construction activity from the portion of the identified facility where you, as an operator, have ceased or have been eliminated; or you are no longer an operator at the construction site. Specifically, this means that all disturbed soils at the portion of the construction site where the operator had control have been permanently stabilized, the temporary erosion and sediment control measures have been removed, and/or subsequent operators have obtained permit coverage for the site or portions of the site where the operator had control. Submission of this form shall in no way relieve the permittee of permit obligations required prior to submission of this form.

Submit this form to the local DWR Environmental Field Office (EFO) address (see table below) or using MyTDEC Forms electronic submittal process. For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC).

NPDES Tracking

Name:			Number: TNR		
Street Address or Location:			County(ies):		
			I		
Nar	ne of Permittee Requesting Termination of Cover	rage:			
Perr	mittee Contact Name:	Title or Position:			
Mai	ling Address:	City:		State:	Zip:
Pho	ne:	E-mail:			
(	)				
Cł	neck the reason(s) for termination of permit cove	erage: (check only	one)		
	Primary permittee termination: all requirements for termination under Permit Part 9.1.1. a) through c)				
have been met. This includes, but is not limited to, for areas the primary permittee has o					
	disturbing activities at the site are complete and permanent stabilization as defined in Part 10 of the				
	CGP has been achieved. (attach photo documentation).				
When applicable, and you are a primary permittee seeking termination, list who is responsible for ongoing maintenance of stormwater controls left on the site subject for long-term use following					
	termination of coverage:	on the site subject it	or long-term	use rollowing	<b>,</b>
	Secondary permittee termination: all requirements for termination under Permit Part 9.2.1. have been met (no longer an operator at the construction site).				
	CN-1175 (Rev. 12-21) RDA 2366				

#### **Certification and Signature:**

(must be signed by president, vice-president or equivalent ranking elected official)

I certify under penalty of law that either: (a) all stormwater discharges associated with construction activity from the portion of the identified facility where I was an operator have ceased or have been eliminated or (b) I am no longer an operator at the construction site. I understand that by submitting this notice of termination, I am no longer authorized to discharge stormwater associated with construction activity under this general permit, and that discharging pollutants in stormwater associated with construction activity to waters of the state is unlawful under the Tennessee Water Quality Control Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this notice of termination does not release an operator from liability for any violations of this permit or the Tennessee Water Quality Control Act. I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

Permittee name (print or type):	Signature:	Date:		

EFO	Address	EFO	Street Address
Memphis	8383 Wolf Lake Drive, Bartlett, TN 38133	Cookeville	1221 South Willow Ave., TN 38506
Jackson	1625 Hollywood Drive, TN 38305	Chattanooga	1301 Riverfront Parkway, Ste. 206, TN 37402
Nashville	711 R S Gass Boulevard, TN 37243	Knoxville	3711 Middlebrook Pike, TN 37921
Columbia	1421 Hampshire Pike, TN 38401	Johnson City	2305 Silverdale Road, TN 37601

CN-1175 (Rev. 12-21) RDA 2366

### **APPENDIX C - INSPECTION REPORT FORM**

(See Next Page)



Site or Project Name:

#### TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC)

Division of Water Resources (DWR)
William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor,
Nashville, Tennessee 37243
1-888-891-8332 (TDEC)

# General NPDES Permit for Stormwater Discharges from Construction Activities (CGP) Construction Stormwater Inspection Certification (Inspection Form)

NPDFS Tracking Number: TNR

	<b>,</b>						
Primary Permittee Name:		Date of Inspection:					
• •		Has rainfall been checked/documented daily?  Yes No	Name of Inspector:				
Curr	ent weather/ground	Rainfall total since last	Inspector's TNEPSC				
	litions:	inspection:	Certification Number:				
Site A	Assessment	Assessor's TN PE registration	Assessor's TNEPSC Level II/C	Assessor's TNEPSC Level II/CPESC number:			
Ye	Yes No number:						
Chec	ck the box if the following	items are on-site					
<u> </u>	Notice of Coverage						
		on Prevention Plan (SWPPP)					
Ī	Weekly inspection of						
Ī	Site contact informa						
	Rain Gage						
Off-s	ite Reference Rain Gage Lo	cation					
		•					
Best I	Management Practices (BN	MPs):					
Are 1	the Erosion Prevention an	d Sediment Controls (EPSCs) fu	nctioning correctly?				
If "No	o," describe below in Comm	ent Section					
1.	Are all applicable EPSCs installed and maintained per the SWPPP per the current phase?					No	
2.	Are EPSCs functioning corr 5.5.3)	rectly at all disturbed areas/mate	rial storage areas? (permit sec	tion	Yes	□ No	
	Are EPSCs functioning cor	rectly at outfall/discharge points	such that there is no obiection	able			
3.	_	ving stream, and no other water					
	5.5.3.5 and 6.3.2)				Yes	No	
4	Are EPSCs functioning cor	rectly at ingress/egress points su	ch that there is no evidence of	:			
4.	track-out? (permit section	5.5.3.1)			Yes	No	
	If applicable, have dischar	ges from dewatering activities be	en managed by appropriate	]			
5.	controls? (permit section 4	4.1.3) If "No," describe below the	measure to be implemented	□ N/A	Voc	No.	
to address deficiencies.				IN/A	Yes	No	
	_	any location on-site has tempora	· ·				
6.		14 days? (permit section 5.5.3.4)	f "No," describe below each	N/A	Yes	No	
	location and measures taken to stabilize the area(s).						
		measures been installed, implei					
7.	_	pollutants from wash waters, ex	•				
<i>'</i> .		describe below the measure	N/A	Yes	No		
	to be implemented to address deficiencies.						

CN-1173 (Rev. 12-21) RDA 2366

Site or Project Name:			NPDES Tracking Number: TNR			
Prima	Primary Permittee Name: Date of Inspection:					
8.	If a concrete washout facility is located on site, is it clearly identified on the project and maintained? If "No," describe below the measures to be implemented to address deficiencies. (permit section 1.2.2)			□ N/A	Yes	□ No
9.	Have all previous deficiencies been addressed? If "No," describe the remaining deficiencies in the Comments section.  Check if deficiencies/corrective measures have been reported on a previous form.			□ N/A	Yes	□ No
Comr	ment Section. If the answer is "No" for any of the abov	e, desci	ribe the problem and summa	rize cor	rective	
action	ns to be taken. Otherwise, describe any pertinent obse	ervatior	ns:			
C	Single and Single and Company (and the principal but the countries	:	t	~		1 (-)
<b>Certification and Signature</b> (must be signed by the certified inspector and the permittee per Sections 5.5.3.11 (g) and 8.7.2 of the CGP)						
I certify under penalty of law that this document and all attachments were prepared by me, or under my direction						
or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I						
am aware that there are significant penalties for submitting false information, including the possibility of fine and						
imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under						
pena	lty of perjury.					
Inspe	ctor Name and Title :	Signat	ure:	Date:		
Prima	ary Permittee Name and Title:	Signat	ure:	Date:		

CN-1173 (Rev. 12-21) (Instructions on next page) RDA 2366

#### Construction Stormwater Inspection Certification Form (Inspection Form)

#### Purpose of this form/ Instructions

An inspection, as described in subsection 5.5.3.9. of the General Permit for Stormwater Discharges from Construction Activities ("Permit"), shall be performed at the specified frequency and documented on this form. Inspections shall be performed at least 72 hours apart. Where sites or portion(s) of construction sites have been temporarily stabilized, or runoff is unlikely due to winter conditions (e.g., site covered with snow or ice), such inspection only has to be conducted once per month until thawing results in runoff or construction activity resumes.

Inspections can be performed by:

- a) a person with an valid certification from the "Fundamentals of Erosion Prevention and Sediment Control Level I" course,
- b) a licensed professional engineer or landscape architect,
- c) a Certified Professional in Erosion and Sediment Control (CPESC), or
- d) a person who has successfully completed the "Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites" course.

Qualified personnel, as defined in subsection 5.5.3.10 of the Permit (provided by the permittee or cooperatively by multiple permittees) shall inspect <u>disturbed areas</u> of the construction site that have not been permanently stabilized, areas used for storage of materials that are exposed to precipitation, structural <u>control measures</u>, locations where vehicles enter or exit the site, and each outfall.

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the site's drainage system. Erosion prevention and sediment control measures shall be observed to ensure that they are operating correctly.

Outfall points (where discharges leave the site and/or enter waters of the state) shall be inspected to determine whether erosion prevention and sediment <u>control measures</u> are effective in preventing significant impacts to receiving waters. Where discharge locations are inaccessible, nearby downstream locations shall be inspected. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

Based on the results of the inspection, any inadequate <u>control measures</u> or <u>control measures</u> in disrepair shall be replaced or modified, or repaired as necessary, before the next rain event if possible, but in no case more than 7 days after the need is identified.

Based on the results of the inspection, the site description identified in the SWPPP in accordance with section 5.5.1 of the Permit and pollution prevention measures identified in the SWPPP in accordance with section 5.5.2 of the Permit, shall be revised as appropriate, but in no case later than 7 days following the inspection. Such modifications shall provide for timely implementation of any changes to the SWPPP, but in no case later than 14 days following the inspection.

All inspections shall be documented on this Construction Stormwater Inspection Certification form. Alternative inspection forms may be used as long as the form contents and the inspection certification language are, at a minimum, equivalent to the Division's form and the permittee has obtained a written approval from the Division to use the alternative form. Inspection documentation will be maintained on site and made available to the Division upon request. Inspection reports must be submitted to the Division within 10 days of the request.

Trained certified inspectors shall complete inspection documentation to the best of their ability. Falsifying inspection records or other documentation or failure to complete inspection documentation shall result in a violation of this permit and any other applicable acts or rules.

CN-1175 (Rev. 12-21) RDA 2366



# Memphis-Shelby County Airport Authority COMPREHENSIVE STORM WATER POLLUTION PREVENTION PLAN

For Contractors Performing
Construction Activities at the
Memphis International Airport
Under Permits TNR10-0000 and TNR15-0091

#### **Comprehensive Storm Water Pollution Prevention Plan**

**Appendix A: Figures** 

**Appendix B: Permit and Forms** 

Appendix C: Best Management Practices
Appendix D: Spill Response Notification
Appendix E: Site Specific Information

Version 5 June 2022 MSCAA requires that all construction activity on airport property must be in compliance with TDEC and City of Memphis requirements. All recommended techniques and materials, along with guidelines on implementation and use are provided in the following documents:

MSCAA recommends that all Contractors working on MSCAA property become fully educated on the contents of this documents and request assistance from both organizations if questions or concerns arise.

TDEC Erosion and Sediment Control Handbook

http://tnepsc.org/handbook.asp

City of Memphis Storm Water Control website

https://www.memphistn.gov/wp-content/uploads/2020/09/003-Volume3_BestManagementPracticesManual.pdf

MSCAA maintenance expectations, at a minimum, throughout the entire project:

#### **Temporary Seeding and Planting**

- Ensure proper calculation of seeding rate, based on seed purity and germination information
- Inspect frequently to verify that vegetation is growing
- Reseed areas to prevent sheet and rill erosion
- Spot seed in small areas

#### **Permanent Seeding and Planting**

- Ensure proper calculation of seeding rate, based on seed purity and germination information
- Inspect frequently to verify that vegetation is growing
- Reseed areas to prevent sheet and rill erosion
- Spot seed in small areas

#### **Soil Binders**

- Apply according to manufacturer's specification
- Apply stabilizers/tackifiers with sufficient drying time before rainfall (typically 24 hours)
- Select a product that is best suited for the area installed (considering longevity, curing time, resistance to abrasion, and compatibility with existing vegetation)
- Soil binders must be maintained by reapplying in high traffic areas, after storm events, or after being in-place for an extended period.

#### **Mulches**

- Inspection of the application should be performed along with other regularly scheduled erosion and sediment control inspections.
- Any areas that have washed out due to high storm water flows should be reconsidered for different BMP use, or at least retreated.
- Areas that have been disturbed by blowing wind should be retreated.
- Maintenance needs identified in inspections or by other means shall be accomplished before the next storm event if possible, but in no case more than 7 days after the need is identified.

#### **Silt Fence**

Silt fence stake pockets should be placed on the uphill side of the sediment fence, so if the stitching of the pocket pulls out, the fabric will still drape against the stakes. The bottom of the fabric of the fence should be trenched into the ground, or else water and sediment can flow under the sediment fence. The silt fence should be placed on the contour, or else a "flume" will be created where flow and sediment can concentrate. A failure is likely to occur at such a concentration point and the flume will release concentrated flow and sediment down the face of the slope. Silt fence is designed for sheet flow only and should never be placed over concentrated flows, such as channels or streams. Silt fence is designed for relatively small drainage areas and should not be placed at the bottom of a large drainage area that will overwhelm the sediment fence in the first storm event.

- Sediment fences should be cleaned of accumulated sediment after each major storm, or when deposition is one-half of the barrier height.
- Breaks or overtopped areas should be replaced or repaired immediately. Fences should be repaired and the accumulated sediment dispersed to a stable area.
- Sediment fence should be removed when the area being protected is fully stabilized and prior to termination of permit coverage.

#### **Storm Drain Inlet Protection**

Using inlet protection measures that divert flow, rather than filter flow, can result in flooding of adjacent areas, or overwhelming adjacent inlets. Common problems are bypassing of inlet protection due to insufficient packing of the ends of Biofilter bags and bypassing of the inlet protection due to overflow slots on drain inlet insert devices.

Inlet filters for storm drains should be inspected and cleaned after each significant storm event and repaired promptly. Sediment shall be removed after each significant storm event and deposited in a stable area where it will not be subject to erosion.

If the inlet protection device becomes clogged with sediment, it must be carefully removed from the inlet and either cleaned or replaced.

#### **Temporary Sediment Basin**

- Constructing a basin that is too wide and not long enough can result in short-circuiting of the basin and discharge of sediment out of the basin.
- Temporary and post-construction sediment basins should be cleaned of accumulated sediment after every significant storm event, or when sediment reaches the basin capacity as designed in the EPSCP.
- Removed sediment shall be properly disposed in a stable area that is not susceptible to erosion.

#### **Entrance/Exit Tracking Controls**

- While gravel for temporary construction entrances should be coarse enough to shake loose soil that adheres to the vehicles' wheels and undercarriage, it should not be so coarse and angular that it causes damage to tires.
- Stabilized gravel construction entrances shall be inspected for the transport of sediment onto public rights-of-way and any tracked sediment shall be removed immediately by vacuum sweeping and not washed off by water trucks. If tracking is an ongoing problem, a wheel wash facility should be added to the site.

#### **Entrance/Exit Tire Wash**

 Installation of tire wash with other entrance/exit tracking controls to reduce sediment loading on tire wash

Remove accumulated sediment from tire wash

#### **Diversion of Run-On**

- Diversion channels must be properly sized to convey design flows around disturbed soil areas or other areas of concern.
- Diversion measures must be maintained to remove debris and sediment, repair linings, and replace lost rip rap as needed.

#### **Check Dams**

- Place check dams or barriers so that the abutments are at a higher elevation than the center of the barrier so that flow around the ends of the barrier does not occur. Trench the bottom of the check dam or barrier so that undermining of the barrier does not occur.
- Check dams should be checked for undermining and/or short-circuiting and repaired or replaced if necessary.
- Check dams should be cleaned after each significant storm event or when accumulated sediment reaches one-half the height of the check dam.
- Check dams should be keyed into the channel banks a minimum of 18 inches to prevent flow around the dam or as designed in the EPSCP.



# Memphis-Shelby County Airport Authority COMPREHENSIVE STORM WATER POLLUTION PREVENTION PLAN

For Contractors Performing
Construction Activities at the
Memphis International Airport
Under Permits TNR10-0000 and TNR15-0091

#### **Comprehensive Storm Water Pollution Prevention Plan**

**Appendix A: Figures** 

**Appendix B: Permit and Forms** 

Appendix C: Best Management Practices
Appendix D: Spill Response Notification
Appendix E: Site Specific Information

Version 5 June 2022

# IMMEDIATE RESPONSE PROCEDURES ON-SCENE PERSONNEL

- 1. Initiate evacuation, if necessary.
- 2. Notify MSCAA Environmental Manager at (901) 922-8754 or Airport Police at (901) 922-8298, and report the following information, if it is known or can reasonably be determined:
  - Name of individual reporting spill
  - Location of spill
  - Number of injured personnel and number of injuries, if applicable
  - Substance spilled
  - Estimated amount spilled
  - Estimated rate at which material is currently spilling
  - Estimated time of spill occurrence
  - Extent of spill travel
  - Necessity of fire department to respond to protect life, property, and environment
  - Any additional pertinent information such as other potential hazards.
- 3. Stop spill flow when possible without undue risk of personal injury.
- 4. Contain the spill using whatever means is readily available.
- 5. Make spill scene OFF LIMITS to unauthorized personnel.
- 6. Restrict all sources of ignition when flammable substances are involved.
- 7. Report to the emergency spill response designee upon his/her arrival to the scene.

#### **EMERGENCY NOTIFICATIONS AND RESPONSE RESOURCES**

Table D-1 contains installation and local phone numbers that are to be used to alert personnel of the incident or to request additional assistance.

Table D-1 Emergency Telephone Numbers						
Prioritized Contact List	Response Role	Contact Timeline	Day Phone	24-Hour Phone		
USEPA, Region 4, Emergency Response (24-hour Hotline)		As indicated in Table D-2	(404) 562-8700	(404) 562-8700		
U.S. Coast Guard, 8 th District Marine Safety Office (for coastal waters)	Regulator	As indicated in Table D-2	(901) 544-3912 x2122	(901) 544-3912 x2122 or (866) 777-2784		
Tennessee Department of Environment & Conservation (TDEC) Memphis Office	Regulator	As indicated in Table D-2	(901) 371-3000	(800) 262-3300		
TN Emergency Management Agency (TEMA) 24-hr	Regulator	Regulator As indicated in Table D-2		(800) 262-3300		
National Response Center www.nrc.uscg.mil	Receiver of all reports of spills to waters of the U.S., or potential to affect waters.		(800) 424-8802	(800) 424-8802		
City of Memphis Storm Water	Regulator	As indicated in Table D-2	(901) 576-4349	(901) 576-6721 (hotline)		
City of Memphis POTW	Regulator	As indicated in Table D-2	(901) 353-2392			
Shelby County Storm Water Hotline	Regulator	As indicated in Table D-2	(901) 545-3870			
City of Memphis Fire Department and Local Emergency Planning	Emergency Assistance	Immediately	911	911		
Committee (LEPC) within 15 minutes of spill	MFD Hazmat	As needed	(901) 320-5368	(901) 320-5368		
City of Memphis Fire Department		As needed	(901) 458-3311	(901) 458-3311		
YOUR on call first responders	OUR on call first responders  Spill Response Contractor		TBD	TBD		
MLGW Emergency	Utility Issues	As needed	(901) 528-4465	(901) 528-4465		
Local Health Department	As needed	(901) 576-7600	(901) 576-7600			

#### Note:

The NRC will notify the U.S. Coast Guard and USEPA.

#### **NOTIFICATION REQUIREMENTS**

Table D-2 provides a cross-reference matrix that identifies specific release scenarios and associated reporting and notification requirements, including respective timeframes.

	Table D-2 Notification Requirements						
Scenario #	Basis For Reporting	Agencies To Contact	Time Frame For Contact	Information To Be Provided			
1	Product to the Grass/Soil —	А	Within 24 hours	• Location, source(s), time, and duration of the release			
	A 25-gallon or greater release of petroleum product to grassy or soil areas must			Chemical name or identity and of any substance involved in the release			
	be reported.			• Estimate of the quantity (pounds or gallons) released			
				• The medium (land, water, or air) in which the release occurred or exists			
				Extent of the release			
				Any known or anticipated acute or chronic health risks with the release and advice regarding medical attention necessary for exposed individuals			
				Proper precautions to take as a result of the release or discharge, including evacuation and other proposed response actions			
				The name and telephone number of the person(s) to be contacted for further information			
2	Discharge of Petroleum	A, B, C, D, E, G	Immediately	Same as Scenario 1 with these additions:			
	Product to Surface Water — A discharge of	L, O		Location of spill and name of receiving water			
	petroleum product that violates 40 CFR 110.6 must be reported. This is basically any amount of petroleum product that reaches surface water (overland or through sewers).			Shelby County Code Section 30-62 requires a written report within 5 days to Memphis and Shelby Emergency Management Agency at:			
				Manager, P.O. Box 111249, Memphis 38111. The following particulars must be included in the report:			
				A description of the discharge, including an estimate of the volume.			
				The exact dates, times, and duration of the discharge.			
				Steps being taken to eliminate and prevent recurrence.			
Notes:				<ul> <li>A site drawing showing the location of the spill, direction of flow, and topographical grade of the property, the impacted watercourse(s), and the properties adjacent to the spill site.</li> </ul>			

#### Notes.

- A Tennessee Emergency Management Agency (800) 262-3300/Local TDEC Office (901) 368-7939
- B NRC (800) 424-8802
- C USEPA, Region 4 (404) 562-8700 (NRC will call)
- D U.S. Coast Guard, 8th District Marine Safety Office (901) 544-3912 x2122 (NRC will call)
- E Memphis-Shelby Emergency Management Agency /City of Memphis Fire Department (901) 458-1515 / 911
- F City of Memphis' WWTP (901) 353-2392
- G City of Memphis or Shelby County Storm Water Hotline City at (901) 576-6721 / County at (901) 545-3870

	Table D-2 Notification Requirements						
Scenario #	Basis For Reporting	Agencies To Contact	Time Frame For Contact	Information To Be Provided			
	Discharge of Petroleum Product to Surface Water in Excess of 1,000 gal.— If the facility has a spill in 1,000 gal or has two spills that violate 40 CFR 110.6, a report to the USEPA Regional Administrator is required (40 CFR 112.4).			Same as Scenario 2 Written report that describes:  Name of facility  Name(s) of the owner or operator of the facility  Location of the facility  Date and year of initial facility operation  Maximum storage or handling capacity of the facility and normal daily throughput  Description of the facility, including maps, flow diagrams and topographic maps  A complete copy of the SPR Plan with any amendments  The cause(s) of such spill, including a failure analysis of system or subsystem in which failure occurred  The corrective actions and/or countermeasures taken, including an adequate description of equipment repairs and/or replacements  Additional preventive measures taken or			
5	Spill of Hazardous Substances in Excess of the Reportable Quantity — Table 302.4 (40 CFR 302.4 and Attachment K of this SPR) lists the spill quantity of hazardous substances that triggers reporting under 40 CFR 302. (Use "Final RQ" column) If a hazardous substance does not have a reportable quantity, use 100 pounds.	A, B, C, G E	Immediately Within 2 hours	contemplated to minimize the possibility of reoccurrence  Such other information as the Regional Administrator may reasonably require pertinent to the Plan or spill event  Facility name and address Reporter's name and phone number  Type and quantity of material spilled  Time of spill  Is spill continuing?  Location of spill  Current response action			
6	Discharge to Sanitary Sewer — Accidental spill of petroleum product, hazardous waste/material, or any other material which by reason of their nature or quantity are sufficient to cause fire or explosion or be injurious in any other way to the sewerage system or to the operation of the waste reclamation facilities.	A, E, F B, E	Immediately Immediately (depending upon substance and quantity)	<ul> <li>Facility name and address</li> <li>Reporter's name and phone number</li> <li>Type and quantity of material spilled</li> <li>Time of spill</li> <li>Is spill continuing?</li> <li>Location of spill</li> <li>Current response action</li> </ul>			

#### Notes:

- Tennessee Emergency Management Agency (800) 262-3300/Local TDEC Office (901) 368-7939 NRC (800) 424-8802
- В
- USEPA, Region 4 (404) 562-8700 (NRC will call)
- U.S. Coast Guard, 8th District Marine Safety Office (901) 544-3912 x2122 (NRC will call)

  Memphis-Shelby Emergency Management Agency / City of Memphis Fire Department (901) 458-1515 / 911

  City of Memphis' WWTP (901) 353-2392
- City of Memphis or Shelby County Storm Water Hotline City at (901) 576-6721 / County at (901) 545-3870



# Memphis-Shelby County Airport Authority COMPREHENSIVE STORM WATER POLLUTION PREVENTION PLAN

For Contractors Performing
Construction Activities at the
Memphis International Airport
Under Permits TNR10-0000 and TNR15-0091

#### **Comprehensive Storm Water Pollution Prevention Plan**

**Appendix A: Figures** 

**Appendix B: Permit and Forms** 

Appendix C: Best Management Practices Appendix D: Spill Response Notification Appendix E: Site Specific Information

Version 5 June 2022