

## City of Meriden, Connecticut

**Purchasing Department** 

**Invitation to Bid** 

For

# **CONSTRUCT 4-UNIT HANGARS**

FAA AIP No. 3-09-0012-xxx-2024 FAA BIL/AIG No. 3-09-0012-xxx-2024

Meriden, CT

B024-50

Bids Due: April 29, 2024 @ 11:00 A.M.

Purchasing Department 142 East Main Street, Room 210 Meriden, CT 06450 (203) 630-4115



3 Columbia Circle, Suite 6, Albany, New York 12203

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#### MERIDEN-MARKHAM MUNICIPAL AIRPORT

#### CONSTRUCT 4-UNIT HANGARS City of Meriden Bid No. B024-50 FAA AIP No. 3-09-0012-xxx-2024 FAA BIL/AIG No. 3-09-0012-xxx-2024

#### TABLE OF CONTENTS

#### LEGAL NOTICE. INVITATION TO BID INV-1 INFORMATION FOR BIDDERS ITB-1 1. Bidding Procedures.....ITB-1 2. Bids......ITB-1 4. Examination of Bidding Documents ......ITB-2 5. Bids to Remain Open ......ITB-2 7. Bid Protest Procedure ......ITB-3 8. City of Meriden, Local Preference ......ITB-3 9. Extension of Agreement.....ITB-3 10. Time......ITB-3 11. Schedule of Work ......ITB-3 13. Fair Employment Practices ......ITB-4 14. Form of Agreement between City of Meriden and Contractor ......ITB-4 15. Local Subcontractors, Suppliers, etc ......ITB-4 16. City of Meriden Code of Ethics.....ITB-4 17. Non-Collusion Bid Statement.....ITB-5 18. Soil Conditions ......ITB-5 19. Award in Case of a Tie ......ITB-5 20. Assignment of Contract ......ITB-5 21. Permits ......ITB-5 22. Bid Price and Payment......ITB-6 23. Ouality......ITB-6

#### BID PROPOSAL

Bid FormBF	-1
Non-Collusive Bid StatementBF	-11
Bidder's Qualification StatementBF	-12
SuretyBF	-15
Bid BondBF	-16
Certification for Nonsegregated FacilitiesBF	-17
Buy American CertificationBF	
Disadvantaged Business EnterprisesBF	-19
DBE Subcontractors ListBF	-19
Confirmation of DBE ParticipationBF	-19

#### STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Article 1 - Work	A-1
Article 2 - Engineer	A-1
Article 3 - Contract Times	A-1
Article 4 - Contract Price	A-2
Article 5 - Progress Payment	A-2
Article 6 - Interest	A-4
Article 7 - Contractor's Representations	A-4
Article 8 - Contract Documents	
Article 9 - Miscellaneous	A-5
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC) SUPPLEMENTAL GENERAL CONDITIONS / INSURANCE REQUIREMENTS Performance Bond and Labor and Material Payment Bond	
FEDERAL REQUIREMENTS	FR-1 to FR-24
FEDERAL GENERAL CONTRACT PROVISIONS	FP-1 to FP-52
FEDERAL WAGE RATE REQUIREMENTS	
PREVAILING WAGE LAW, CT General Statutes Section 31-53 STATE WAGE RATE REQUIREMENTS	

#### TECHNICAL SPECIFICATIONS

ITEM C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
ITEM C-105	Mobilization
ITEM D-701	Pipe for Storm Drains and Culverts
ITEM D-751	Drainage Structures
ITEM P-209	Aggregate Base Course
ITEM P-605	Joint Sealants for Pavement
ITEM T-901	Seeding
ITEM T-905	Topsoil
ITEM L-108	Underground Power Cable
ITEM L-110	Airfield Electrical Ductbank and Conduit
ITEM L-125	Airfield Lighting Systems
Section 033000	Cast-In-Place Concrete
Section 133420	Consecutive Row Box Hangars w/Electrical Bi-Fold Doors
Section 260010	Supplemental Requirements for Electrical
Section 260519	Low-Voltage Electrical Power Conductors and Cables
Section 260526	Grounding and Bonding for Electrical Systems
Section 260529	Hangers and Supports for Electrical Systems
Section 260533	Raceway and Boxes for Electrical Systems
Section 260553	Identification for Electrical Systems
Section 262416	Panelboards
Section 262726	Wiring Devices
Section 262816	Enclosed Switches and Circuit Breakers
Section 264313	Surge Protective Devices for Low-Voltage Electrical Power Circuits
Section 265000	Lighting
Section 310000	Earthwork Building

APPENDIX A - AC 150/5370-2G "Operational Safety on Airports During Construction"

APPENDIX B – Construction Safety & Phasing Plan

# LEGAL NOTICE, INVITATION TO BID

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#### LEGAL NOTICE

#### **INVITATION TO BID**

#### The City of Meriden is accepting sealed bids for:

#### B024-50 CONSTRUCT 4-UNIT HANGARS FAA AIP No. 3-09-0012-xxx-2024

#### MERIDEN-MARKHAM MUNICIPAL AIRPORT

The Meriden-Markham Municipal Airport proposes to construct a 4-unit box hangars to the south of Hangar I and along Hangar Taxilane East. This area is mostly level and at roughly at the grade elevation, therefore only requiring minor grading and drainage. Electrical conduit will connect to the panel on the north side of Hangar H and run behind and around the south end of Hangar H to the proposed hangar location. The four-unit building will be 168' long by 34' wide. Each unit will have a clear door opening of 41'6" x 12'0" to accommodate typical single engine aircraft.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (<u>www.meridenct.gov/business/bids-rfps/</u>), and on the State of Connecticut Department of Administrative Services website (<u>https://portal.ct.gov/DAS/CTSource</u>) Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, eastern standard time on April 29, 2024** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

A non-mandatory Pre-Bid Conference will be held at the project site. Please meet at the Meriden-Markham Municipal Airport Terminal Building, 213 Evansville Avenue, South Meriden, CT 06451 on April 17, 2024 at 1:00 P.M. It is recommended that bidders attend the Pre-Bid Conference and sign in to confirm their attendance. This will be the only opportunity to view the project area. Any State and/or local mandated COVID-19 requirements including proper PPE, will be required during the pre-bid conference.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw their bid within one hundred and twenty (120) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the bidder.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of ten percent (10%) of the amount bid.

A Labor and Material Payment Bond and a Performance bond for One Hundred Percent (100%) of the contract price, with a corporate surety approved by the City of Meriden, will be required of the lowest responsible bidder.

The attention of bidders is directed to the requirement for minimum wage rates to be paid under this contract.

The work performed under this contract shall be governed by the Federal Contract Provisions set forth in the Contract Documents, which include, but are not restricted to, Equal Employment Opportunity requirements, and compliance with Federal Wage and Hour requirement's (Davis-Bacon Act). All requirements of the State of Connecticut and all administrative regulations shall apply to this project as if herein written out in full.

This contract is subject to Disadvantaged Business Enterprise (DBE) participation provisions requiring that not less than 2.43% of the Contract be performed by a disadvantaged owned and controlled business enterprise contractor(s). Strict compliance with the pertinent procedures will be required for a bidder to be deemed responsive and eligible.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Rawle Dummett Purchasing Officer City of Meriden, CT 06450-8022 Dated: April 4, 2024

# **INFORMATION TO BIDDERS**

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#### **CITY OF MERIDEN, CONNECTICUT**

#### B024-50 CONSTRUCT 4-UNIT HANGARS FAA AIP No. 3-09-0012-xxx-2024

## **INFORMATION TO BIDDERS**

#### 1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached proposal bid forms. Bids will be received by the City of Meriden's Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until <u>11:00 a.m. on April 29, 2024</u> and thereafter immediately read in public (the "bid opening").

#### 2. <u>BIDS</u>

Bids are to be submitted on the attached proposal forms. Please submit two copies of the proposal forms and Bidder's Qualification Statement. One shall be an original and one can be a copy. Please submit one complete copy of your bid on a flash drive.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

- a. Bids must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Bidder's name and address in the upper left hand corner and the words "BID DOCUMENT B024-50 Construct 4-Unit Hangars to be opened at 2:00 p.m." in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of bids received later than the date and time set forth in the bid opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any bid prices, *the written unit prices shall govern*.

## 3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of its bid, any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, the City of Meriden will consider the bidder's record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a bid if the bidder's historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the bidder has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

## 4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the bidder may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of bids, not later than three (3) days prior to the date fixed for the opening of bids. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligations under its bid as submitted.

Any questions about the bid document must be submitted in writing via email to <u>meridenpurchasing@meridenct.gov</u>. Any other format of question will not be answered.

#### 5. <u>BIDS TO REMAIN OPEN</u>

No bidder may withdraw its bid within one hundred twenty (120) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful bidder.

#### 6. <u>AWARD OF CONTRACT</u>

The Purchasing Officer reserves the right to make an award on the bid which, by the Purchasing Officer's judgment and recommendation from the Airport following bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will <u>not</u> be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

### 7. <u>BID PROTEST PROCEDURE</u>

In the event that any bidder wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within <u>FIVE (5)</u> business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

#### 8. <u>CITY OF MERIDEN, LOCAL PREFERENCE</u> – N/A

#### 9. <u>EXTENSION OF AGREEMENT</u> – N/A

#### 10. <u>TIME</u>

Inasmuch as the contract concerns a public improvement, the provisions of the contract relating to the time of performance and completion of the work are of the essence of the contract. Accordingly, the successful bidder/contractor ("Contractor") shall begin work on the day specified in paragraph 2.04 of the General Conditions and shall perform the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See paragraph 10 entitled "Liquidated Damages" of the Agreement between City of Meriden, as owner, and the Contractor.

#### 11. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the Contractor shall work full-time until completion of the Contract.

#### 12. <u>TAXES</u>

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful bidder.

#### 13. FAIR EMPLOYMENT PRACTICES

The Contractor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

#### 14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, wherein the basis of payment is a stipulated sum.

#### 15. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

## 16. <u>CITY OF MERIDEN CODE OF ETHICS</u>

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT BIDS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN. Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

#### 17. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

#### 18. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained. The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

## 19. AWARD IN CASE OF A TIE

In the event there are two or more responsive bidders, the decision to award will be based by the following criteria and in the following order:

- a. The incumbent will be awarded the bid over that of another bidder.
- b. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
- c. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
- d. The winner of a coin toss will be awarded the bid over that of another bidder.

The above-referenced provisions do not apply to those situations in which more than one City-based business responsible bidder has submitted bids not more than ten (10) percent higher than the lowest bid and has agreed to accept the award of the bid at the amount of the lowest bid. Under such circumstances, the provisions of the Code of the City of Meriden, section 13-4, are controlling, as set forth under Section 8 of this 'Information to Bidders.'

#### 20. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

#### 21. PERMITS

The Contractor shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The Contractor may contact the City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

#### 22. BID PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the bid price.

The City of Meriden, unless stated otherwise in the bidding documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

#### 23. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the Contractor or release Contractor from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

#### 24. INSURANCE

The successful bidder shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

#### 25. <u>CITY HALL CLOSING</u>

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

# **BID FORM**

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# **BID FORM**

# **B024-50 Construct 4-Unit Hangars**

142 East	ummett ng Officer Main Street, Room 210 , CT 06450			Date of Opening: April 29, 2024 at 11:00 AM
The undersign	ned,, c	doing business in	the City/Town of	, in the
State of	, herewith, after reading t	horoughly the Sp	ecifications and other Bid o	locuments (including if any
addendum or	addenda) submit the following proposal.			
BASE BID U	NIT PRICES BID SUMMARY:			
ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	AMOUNT
C-102-5.1a	Installation and Removal of Fiber Rolls Spell Out Unit Price	400 LF	\$	\$
C-102-5.1b	<b>Installation and Removal of Inlet Protection</b> Spell Out Unit Price	1 EA	\$	\$
		BF-1		

<u>ITEM</u>	DESCRIPTION	EST. QTY.	UNIT PRICE	<u>AMOUNT</u>
C-105-6.1	Mobilization (Max. 10%) Spell Out Unit Price	1 LS	\$	\$
D-701-5.1	6 inch PVC, Sch. 40 Drainage Pipe Spell Out Unit Price	210 LF	\$	\$
D-701-5.2	<b>12 inch HDPE, Drainage Pipe</b> Spell Out Unit Price	85 LF	\$	\$
D-751-5.1	Dry Well Spell Out Unit Price	2 EA	\$	\$
P-209-5.1	<b>Crushed Aggregate Base Course</b> Spell Out Unit Price	90 CY	\$	\$
P-605-5.1	Saw Existing Pavement Spell Out Unit Price	180 LF	\$	\$

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	<u>AMOUNT</u>
T-901-5.1	Seeding Spell Out Unit Price	12 MSF	\$	\$
T-905-5.1	<b>Topsoil (Furnished from Off-Site)</b> Spell Out Unit Price	75 CY	\$	\$
L-108-5.1	<b>350kCMIL, 600V, XHHW, Install in Trench</b> <b>Duct Bank or Conduit</b> Spell Out Unit Price	4,400 LF	\$	\$
L-108-5.2	2/0 AWG, Stranded Equipment Ground, Copper Wire, Installed in Trench, Duct Bank or Conduit Spell Out Unit Price	1,500 LF	\$	\$
L-108-5.3	No. 2 AWG, Solid, Bare Copper Counterpois Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Ter Spell Out Unit Price		\$	\$

<u>ITEM</u>	DESCRIPTION	EST. QTY.	UNIT PRICE	<u>AMOUNT</u>
L-110-5.1	Non- Encased Electrical Conduit, 1 and 4" Spell Out Unit Price	775 LF	\$	\$
L-110-5.2	Concrete Encased Electrical Conduit, 1 and Spell Out Unit Price	<b>4"</b> 140 LF	\$	\$
L-115-5.1	Electrical Manhole, 24"x36", Tier 22 Spell Out Unit Price	1 EA	\$	\$
L-115-5.2	<b>Existing Electrical Manhole/Junction</b> <b>Structure Adjustment</b> Spell Out Unit Price	1 EA	\$	\$
L-115-5.3	Electrical Handhole 36" DIA. H-20 Spell Out Unit Price	1 EA	\$	\$
Name of Bide	der	BF-4		

<u>ITEM</u>	DESCRIPTION	EST. QTY.	UNIT PRICE	<u>AMOUNT</u>
26 24 16	Main Distribution Panel (MDP) and Modifications Spell Out Unit Price	1 LS	\$	\$
BASE BID PI	RICE TOTAL	\$		
		(amount in word	s)	Dollars
<u>ALTERNATI</u> <u>ITEM</u>	<u>E 1: 4-UNIT BOX HANGAR ITEMS:</u> <u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
ALT1-S-100	<b>Foundation System and Floor Slab (4-Units)</b> Spell Out Unit Price	1 LS	\$	\$
ALT1-S-110	Hangar Building (4-Units) Spell Out Unit Price	1 LS	\$	\$

Name of Bidder \_\_\_\_\_

\$
Dollars
AMOUNT
\$
\$

<u>ITEM</u>	DESCRIPTION	EST. QTY.	UNIT PRICE	AMOUNT	
ALT2-E-100	Hangar Electrical (3-Units) Spell Out Unit Price	1 LS	\$	\$	
ALTERNAT	E 2: PRICE TOTAL	\$ (amount in wor	rds)	-	Dollars
Base Bid + A	Add Alternate 1:				
Total Bid Pri	ce:	\$			
		(amount in w	vords)	I	Dollars
Base Bid + 2	Add Alternate 2:				
Total Bid Pri	ce:	\$			
		(amount in w	vords)	I	Dollars
Name of Bidd	er	BF-7			

Notes: The City of Meriden shall award the contract for ONLY the (Base Bid Price Total plus (+) Alternate 1 Price Total) <u>or</u> the (Base Bid Total Price plus (+) Alternate 2 Price Total) consistent with the project budget, and in the best interest of the City of Meriden.

**MATHEMATICAL ERRORS:** In the event of a bidder's mathematical error in tabulating any bid prices, the *written unit prices shall govern*.

In the event of a tie bid, the ward will be made with a coin toss.

Receipt of Addenda is Ackno	owledged:		
No:	Dated:		
No:	Dated:		
NAME OF BIDDER			
ADDRESS			
BY:			
BY: Print or type r	name	Title	
SIGNATURE			DATE
TELEPHONE	FAX:	E-Mail	
PLEASE NOTE: All spaces	must be filled in with figures	or words or your bid ma	y be automatically rejected.

Include with this form:

Non-Collusive Bid Statement Bidder's Qualifications Form of Surety Bid Bond Certification of Non-Segregated Facilities Buy American Certification Disadvantaged Business Enterprises DBE Subcontractors List Confirmation of DBE Participation Page Intentionally Left Blank

#### **CITY OF MERIDEN, CONNECTICUT**

#### **B024-50** Construct 4-Unit Hangars

#### NON-COLLUSIVE BID STATEMENT/AFFIDAVIT

The undersigned bidder, having been duly sworn, does hereby depose and says:

- 1. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid.
- 2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- 3. The undersigned bidder is duly authorized to bind the business entity identified below.

The undersigned bidder further certifies, under oath, that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

Signature of Bidder

Print Legal Name of Bidder

Relationship to Business Entity Below

Business Entity Name, Address, Telephone Number, and Email Address

STATE OF CONNECTICUT

) ss:

Duly sworn and subscribed to before me

this \_\_\_\_\_, 2024.

COUNTY OF

Notary Public My Commission Expires: Commissioner of the Superior Court

#### BIDDER'S QUALIFICATION STATEMENT

This Statement of Bidder's Qualifications is to be submitted by the bidder at the time of the bid opening. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions must be answered on attached sheets. The bidder may submit any additional information they desire. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is, in part, done upon the reliance of the answers provided herein by the bidder or the agent of the bidder.

Firm Name				
Address				
		Fax		
	President Vice President Secretary Treasurer			
Bank References:				
Bond surety Company	y:			
If a partnership, give employee.	names of partners. If a s	ole proprietorship, give name and title	of a least one responsible	
		experience to perform work of this nat the past five (5) years, with the name		
PROJECT	OWNER	TELEPHONE NUMBER CONTACT NAME	COST	

Minority owned business? yes no 1. Years organized. 2. Is your company a corporation yes no 3. If yes where incorporated? \_\_\_\_\_\_ How many years have you been engaged in business under your present firm name? 4. 5. Former Firm Name (if any) List total number of Personnel 6. Is any principal of your firm an employee or public official of the City of Meriden, or an immediate 7. family member of an employee or public official of the City of Meriden? (Definition of immediate family includes: an individual's spouse, fiancé or fiancée; the parent, brother or sister of such individual or spouse; and the child of such individual or the spouse of such child.) \_\_\_\_\_ yes \_\_\_\_\_ no List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and 8. equipment, sizes, capacities, etc. 9. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract. 10. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed: General character of work performed by you\_\_\_\_\_ 11.

12.	Have you ever	failed to complete any cont	ract awarded to	you? If so, where and why?			
13.	Have you ever defaulted on a contract? If so where and why?						
14.				n:			
15.				be required by the City of Meriden?			
16.		quested by the City of Merio		, firm or cooperation to furnish any on of the recitals comprising this Statement of			
Dated	l this	day of	, 20				
	day	day of month		year			
				Name of Bidder			
Ct+++	- 6			Title			
Coun	ty of						
			being duly	sworn deposes and says that they are			
Name	2	of					
title		01	name of orga	nization			
and the	hat the answers to	o the forgoing question and		rein contained are true and correct			
	Subcombodon	d sworn to before me					
this	Subscribed and		20				
	day	month	year				
				Notary Public signature			
				, ,			
My co	ommission expir	es					

#### FORM OF SURETY GUARANTY

(Shall accompany proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersaid corporation, and for other valuable consideration the

(Name of Surety Company).

of
_certifies and agrees

is awarded to -\_\_\_\_\_\_\_\_\_(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing or furnishing materials in connection thencewith.

(Surety)

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned							
	(Name of Principal)						
As Principal, and	, as Surety are firmly bound						
(Name of Surety)							
Unto the CITY OF MERIDEN, CONNECTICUT hereinafter c	alled the "OWNER", in the penal sum of						
	DOLLARS, (\$) lawful money of the						
United States, for the payment of which sum well and tru administrators, successors and assigns, jointly and severa	ly to be made, we bind ourselves, our heirs, executors,						
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WH dated, 20	EREAS, the said Principal has submitted the Accompanying bio						
For							
the same, or if no period be specified, within thirty (30) d specified therefore, or if no period be specified, within te for signature, enter into a written Contract with the Own with good and sufficient surety or sureties, as may be req such Contract; or in the event of the withdrawal of said B Contract and give such bond within the time specified, if amount specified in said Bid and the Amount for which th	d Bid within the Period specified therein after the opening of ays after the said opening and shall within the period on (10) days after the prescribed forms are presented to him er in accordance with the Bid, as accepted, and give bond juired for the faithful performance and proper fulfillment of id within the period specified, or the failure to enter into such the Principal shall pay the Owner the difference between the ne Owner may procure the required work or supplies or both, bligation shall be voice and of no effect, otherwise to remain in						
IN MUTNECC MULEDEOE, the Drive is a level the County have	however and their house and apple this dow of						

IN WITNESS WHEREOF,	the Principal and the Surety have hereunto set their hands and seals, this	day of
, 20 .		

		(Principal)	
		(Address)	(Affix seal)
Witness Signature	Ву:		
		(Surety)	
		(Address)	(Affix seal)
Witness Signature	Ву:		

#### CERTIFICATION FOR NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted at the time of the bid opening of a contract or subcontract exceeding Ten Thousand Dollars (\$10,000), which is not exempt from provisions of the Equal Opportunity Clause.

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

Name and Title of Signer (please type)

Signature

Date

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

#### BUY AMERICAN CERTIFICATION

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

PRODUCT

COUNTRY OF ORIGIN

Signature of Authorized Contractor and/or Consultant Representative

Date

#### DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

As a condition of bid responsiveness, the Bidder must submit the following information with their proposal on the list provided herein:

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

#### DBE Participation Project Goal – 2.43%

The successful Bidder must provide written confirmation of participation from each of the DBE firms the Bidder lists in their commitment. The Bidder must sign the below Confirmation of DBE Participation and submit as part of their bid as a condition of bid responsiveness.

#### DBE SUBCONTRACTOR LIST

The Bidder shall report the following information related to DBE subcontractors that have been solicited for subcontracted quotes in preparing the bid:

Name	Address	Work Description	Participation Amount (\$)

#### CONFIRMATION OF DBE PARTICIPATION

Bidder certifies his/her commitment to use the DBE firm(s) listed above to meet the Owner's project DBE goal. If Bidder cannot meet the advertised DBE goal, then evidence of good faith efforts undertaken by the Bidder must be provided as described in appendix A to 49 CFR Part 26.

Name and Title of Successful Bidder (please print)

Signature

Date

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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#### STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the City of Meriden, 142 East Main Street Meriden, CT 06450 hereinafter called OWNER and hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

B024-50 Construct 4-Unit Hangar

Article 2. ENGINEER.

The Project has been designed by <u>Stantec</u> who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the contract documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed by <u>150 calendar days</u>, after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07B of the General Conditions by <u>165 calendar days</u> after the date when the Contract Times commence to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Hundred and Fifty Dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Hundred and Fifty Dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work, other than Unit Price Work, a Lump Sum of: - N/A

Figures

Written

All specific cash allowances are included in the above price and have been computed in accordance with 11.02 of the General Conditions;

Plus

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:

#### UNIT PRICE WORK

				ESTIMATED		UNIT	TOTAL
	NO.	ITEM	UNIT	QUANTITY		PRICE	ESTIMATED
TOTAL OF ALL UNIT PRICES:							
					\$		
Written				Figures			

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03C of the General Conditions.

(*The Bid may be attached. Any attachments and/or exhibits attached should be listed in Article 8*).

If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions.

Article 5. PROGRESS PAYMENTS.

- 5.1 Based upon applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 5.3 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be

prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This Schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- 5.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the work in the Schedule of Values, less retainage of five percent (5 percent). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in appropriate sections of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing) less retainage of five percent (5 percent).

- 5.6.3 Subtract the aggregate of previous payments made by the Owner; and
- 5.6.4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 14.02.B.5 of the General Conditions.
- 5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances;

(Not applicable)

- 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to <u>ninety-five percent (95) of the Contract Sum</u>, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims; and
- 5.7.2 Add, if final completion of the Work is thereafter materially delayed, through no fault of the Contractor, additional amounts payable in accordance with Paragraph 14.08 of the General Conditions.
- 5.8 Reduction or limitation of retainage, if any shall be as follows:

(Not applicable)

Article 6. INTEREST.

No interest shall be due or paid on any monies not paid when due.

Article 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations: 7.1. CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda listed in paragraph 8 and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1. This Agreement.

8.2. General Conditions and Supplemental General Conditions.

8.3. Notice of Award – Attachment A

#### 8.4. Performance, Payment, and other Bonds – Attachment B.

8.5. Insurance certificate – Attachment C

8.6. Contractor's Bid Proposal, Non-Collusive Bid Statement, Bidder's Qualification Statement, St of CT Forms that are applicable - Attachment D

8.7. Connecticut Department of Labor – Wage and Workplace Standards Division.

8.8. **"B024-50\_Bid Document\_Construct 4-Unit Hangars":** The complete Specifications as included in the bidding documents bearing the title.

8.9. **"B024-50\_Bid Plan Set\_Construct 4-Unit Hangars":** List of Drawings: Sheet No's. 1 through 13 included in the bidding documents.

The above documents are on file in the City of Meriden's Purchasing Department.

8.10. Addenda numbers \_\_\_\_\_.

(Those addenda which pertain exclusively to the bidding process need not be listed.)

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All-Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 9.5 OTHER PROVISIONS.

WITNESS WHEREOF, the parties hereto have affixed their names and seals.

THE CITY OF MERIDEN

CONTRACTOR:

Emily E. Holland, Acting City Manager Duly Authorized

Duly Authorized

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC)

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## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

#### ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by









AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

### **TABLE OF CONTENTS**

Article I –	Definitions and Terminology	1
1.01	Defined Terms	
1.02	Terminology	
Article 2 –	Preliminary Matters	6
2.01	Delivery of Bonds and Evidence of Insurance	6
2.02	Copies of Documents	6
2.03	Commencement of Contract Times; Notice to Proceed	6
2.04	Starting the Work	7
2.05	Before Starting Construction	7
2.06	Preconstruction Conference; Designation of Authorized Representatives	7
2.07	Initial Acceptance of Schedules	
Article 3 –	Contract Documents: Intent, Amending, Reuse	8
3.01	Intent	8
3.02	Reference Standards	8
3.03	Reporting and Resolving Discrepancies	9
3.04	Amending and Supplementing Contract Documents	9
3.05	Reuse of Documents	
3.06	Electronic Data	10
	Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental	
C	onditions; Reference Points	
C 4.01	onditions; Reference Points Availability of Lands	11
C	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions	11
C 4.01	onditions; Reference Points Availability of Lands	11
C 4.01 4.02	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions	11 11 12
C 4.01 4.02 4.03	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions	11 11 12 13
C 4.01 4.02 4.03 4.04	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities	11 12 13 14
C 4.01 4.02 4.03 4.04 4.05 4.06	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site	11 12 13 14 14
C 4.01 4.02 4.03 4.04 4.05 4.06 Article 5 –	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site Bonds and Insurance	11 12 13 14 14 16
C 4.01 4.02 4.03 4.04 4.05 4.06 Article 5 – 5.01	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site Bonds and Insurance Performance, Payment, and Other Bonds	11 12 13 14 14 16 16
C 4.01 4.02 4.03 4.04 4.05 4.06 Article 5 – 5.01 5.02	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site Bonds and Insurance Performance, Payment, and Other Bonds Licensed Sureties and Insurers	11 12 13 14 14 16 16 16
$\begin{array}{c} & C \\ 4.01 \\ 4.02 \\ 4.03 \\ 4.04 \\ 4.05 \\ 4.06 \end{array}$ Article 5 – 5.01 5.02 5.03	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site Bonds and Insurance Performance, Payment, and Other Bonds Licensed Sureties and Insurers Certificates of Insurance	11 12 13 14 14 16 16 16 17
$\begin{array}{c} C\\ 4.01\\ 4.02\\ 4.03\\ 4.04\\ 4.05\\ 4.06\\ \end{array}$ Article 5 – 5.01 5.02 5.03\\ 5.04\\ \end{array}	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site Bonds and Insurance Performance, Payment, and Other Bonds Licensed Sureties and Insurers Certificates of Insurance Contractor's Insurance	11 12 13 14 14 16 16 16 17 17
$\begin{array}{c} & C \\ 4.01 \\ 4.02 \\ 4.03 \\ 4.04 \\ 4.05 \\ 4.06 \end{array}$ Article 5 – 5.01 5.02 5.03 5.04 5.05	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site Bonds and Insurance Performance, Payment, and Other Bonds Licensed Sureties and Insurers Certificates of Insurance Owner's Liability Insurance	11 12 13 14 14 16 16 16 16 17 17 19
$\begin{array}{c} C\\ 4.01\\ 4.02\\ 4.03\\ 4.04\\ 4.05\\ 4.06\\ \end{array}$ Article 5 – 5.01 5.02 5.03\\ 5.04\\ 5.05\\ 5.06\\ \end{array}	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site Bonds and Insurance Performance, Payment, and Other Bonds Licensed Sureties and Insurers Certificates of Insurance Owner's Liability Insurance Property Insurance Property Insurance	11 12 13 14 14 16 16 16 16 17 17 17 19 19
$\begin{array}{c} C\\ 4.01\\ 4.02\\ 4.03\\ 4.04\\ 4.05\\ 4.06\\ \end{array}$ Article 5 – 5.01 5.02 5.03\\ 5.04\\ 5.05\\ 5.06\\ 5.07\\ \end{array}	onditions; Reference Points	11 12 13 14 14 16 16 16 17 17 17 19 19 19 19
$\begin{array}{c} C\\ 4.01\\ 4.02\\ 4.03\\ 4.04\\ 4.05\\ 4.06\\ \end{array}$ Article 5 – 5.01 5.02 5.03\\ 5.04\\ 5.05\\ 5.06\\ \end{array}	onditions; Reference Points Availability of Lands Subsurface and Physical Conditions Differing Subsurface or Physical Conditions Underground Facilities Reference Points Hazardous Environmental Condition at Site Bonds and Insurance Performance, Payment, and Other Bonds Licensed Sureties and Insurers Certificates of Insurance Owner's Liability Insurance Property Insurance Property Insurance	11 12 13 14 14 16 16 16 17 17 17 19 19 19 19

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5.09	Acceptance of Bonds and Insurance; Option to Replace	21
5.10	Partial Utilization, Acknowledgment of Property Insurer	22
	Contractor's Responsibilities	
6.01	Supervision and Superintendence	
6.02	Labor; Working Hours	
6.03	Services, Materials, and Equipment	
6.04	Progress Schedule	
6.05 6.06	Substitutes and "Or-Equals"	
6.00	Concerning Subcontractors, Suppliers, and Others	
6.08	Patent Fees and Royalties Permits	
6.09	Laws and Regulations	
6.10	Taxes	
6.11	Use of Site and Other Areas	
6.12	Record Documents	
6.13	Safety and Protection	
6.14	Safety Representative	
6.15	Hazard Communication Programs	
6.16	Emergencies	
6.17	Shop Drawings and Samples	
6.18	Continuing the Work	
6.19	Contractor's General Warranty and Guarantee	
6.20	Indemnification	
6.21	Delegation of Professional Design Services	
Article 7 –	Other Work at the Site	
7.01	Related Work at Site	
7.02	Coordination	
7.03	Legal Relationships	
Article 8_	Owner's Responsibilities	36
8.01	Communications to Contractor	
8.02	Replacement of Engineer	
8.03	Furnish Data	
8.04	Pay When Due	
8.05	Lands and Easements; Reports and Tests	
8.06	Insurance	
8.07	Change Orders	
8.08	Inspections, Tests, and Approvals	
8.09	Limitations on Owner's Responsibilities	
8.10	Undisclosed Hazardous Environmental Condition	
8.11	Evidence of Financial Arrangements	
8.12	Compliance with Safety Program	
	Engineer's Status During Construction	
9.01	Owner's Representative	

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9.02	Visits to Site	37
9.03	Project Representative	
9.04	Authorized Variations in Work	
9.05	Rejecting Defective Work	
9.06	Shop Drawings, Change Orders and Payments	
9.07	Determinations for Unit Price Work	
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	
9.09	Limitations on Engineer's Authority and Responsibilities	
9.10	Compliance with Safety Program	40
Article 10 –	Changes in the Work; Claims	40
	Authorized Changes in the Work	
10.02	Unauthorized Changes in the Work	41
10.03	Execution of Change Orders	41
	Notification to Surety	
10.05	Claims	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work	42
	Cost of the Work	
11.02	Allowances	45
	Unit Price Work	
Article 12 –	Change of Contract Price; Change of Contract Times	46
	Change of Contract Price	
12.02	Change of Contract Times	47
12.03	Delays	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	48
	Notice of Defects	
13.02	Access to Work	48
13.03	Tests and Inspections	49
13.04	Uncovering Work	49
13.05	Owner May Stop the Work	50
13.06	Correction or Removal of Defective Work	50
	Correction Period	
13.08	Acceptance of Defective Work	51
	Owner May Correct Defective Work	
Article 14 –	Payments to Contractor and Completion	52
14.01	Schedule of Values	52
14.02	Progress Payments	52
	Contractor's Warranty of Title	
14.04	Substantial Completion	55
	Partial Utilization	
14.06	Final Inspection	57
14.07	Final Payment	57
14.08	Final Completion Delayed	58

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14.09	Waiver of Claims	
Article 15 –	Suspension of Work and Termination	59
15.01	Owner May Suspend Work	59
15.02	Owner May Terminate for Cause	
15.03	Owner May Terminate For Convenience	60
15.04	Contractor May Stop Work or Terminate	60
Article 16 –	Dispute Resolution	61
16.01	Methods and Procedures	61
Article 17 –	Miscellaneous	61
17.01	Giving Notice	61
17.02	Computation of Times	62
17.03	Cumulative Remedies	62
17.04	Survival of Obligations	62
17.05	Controlling Law	62
17.06	Headings	62

#### **ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

#### 1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  - 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  - 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  - 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  - 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  - 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  - 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  - 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  - 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  - 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  - 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

- 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- 13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
- 14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
- 15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
- 16. Cost of the Work—See Paragraph 11.01 for definition.
- 17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- 18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 19. Engineer—The individual or entity named as such in the Agreement.
- 20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 21. General Requirements—Sections of Division 1 of the Specifications.
- 22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
- 23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- 26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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- 27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
- 28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
- 30. PCBs—Polychlorinated biphenyls.
- 31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- 34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
- 35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
- 37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- 39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

- 40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- 42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- 43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- 44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.
- 46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
- 47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
- 48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 49. Unit Price Work—Work to be paid for on the basis of unit prices.
- 50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 51. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

#### 1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
  - 1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

#### C. Day:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

#### D. Defective:

- 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

- E. Furnish, Install, Perform, Provide:
  - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

#### **ARTICLE 2 – PRELIMINARY MATTERS**

- 2.01 Delivery of Bonds and Evidence of Insurance
  - A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
  - B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.
- 2.02 Copies of Documents
  - A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.
- 2.03 Commencement of Contract Times; Notice to Proceed
  - A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

#### 2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

#### 2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

- 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
- 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

#### ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.01 Intent
  - A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
  - B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
  - C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### 3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
  - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 *Reporting and Resolving Discrepancies*

- A. Reporting Discrepancies:
  - 1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
  - 2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
  - 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. Resolving Discrepancies:
  - 1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
    - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
    - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
- 3.04 *Amending and Supplementing Contract Documents* 
  - A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
  - B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

- 1. A Field Order;
- 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
- 3. Engineer's written interpretation or clarification.

#### 3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.
- 3.06 *Electronic Data* 
  - A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
  - B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
  - C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

# ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

- 4.01 Availability of Lands
  - A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
  - B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
  - C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 4.02 Subsurface and Physical Conditions
  - A. *Reports and Drawings:* The Supplementary Conditions identify:
    - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
    - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
  - B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
    - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
    - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
    - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, or information.

#### 4.03 Differing Subsurface or Physical Conditions

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
  - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Contract Documents; or
  - 3. differs materially from that shown or indicated in the Contract Documents; or
  - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. Possible Price and Times Adjustments:
  - 1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
  - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
    - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
    - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 Underground Facilities

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  - 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
  - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all such information and data;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents;
    - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
    - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated:
  - 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

#### **ARTICLE 5 – BONDS AND INSURANCE**

#### 5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

#### 5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
- b. by any other person for any other reason;
- 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
  - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  - 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  - 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  - 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  - 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  - 6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  - 5. allow for partial utilization of the Work by Owner;
  - 6. include testing and startup; and
  - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

- 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
- 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

## 5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

## 5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## **ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

#### 6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

#### 6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
- 6.05 Substitutes and "Or-Equals"
  - A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
    - 1. "*Or-Equal*" *Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
      - a. in the exercise of reasonable judgment Engineer determines that:
        - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
  - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 2. Substitute Items:
  - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
  - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
  - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
  - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - 1) shall certify that the proposed substitute item will:
      - a) perform adequately the functions and achieve the results called for by the general design,
      - b) be similar in substance to that specified, and
      - c) be suited to the same use as that specified;
    - 2) will state:
      - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
      - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
  - a) all variations of the proposed substitute item from that specified, and
  - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for the reasonable charges of Engineer for waking changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
- 6.06 *Concerning Subcontractors, Suppliers, and Others* 
  - A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 Use of Site and Other Areas

## A. Limitation on Use of Site and Other Areas:

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## 6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

## 6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

## 6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

## 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

- 6.17 *Shop Drawings and Samples* 
  - A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
    - 1. Shop Drawings:
      - a. Submit number of copies specified in the General Requirements.
      - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
    - 2. Samples:
      - a. Submit number of Samples specified in the Specifications.
      - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
  - B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
  - C. Submittal Procedures:
    - 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
      - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
      - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
      - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
      - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

## D. Engineer's Review:

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

#### E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

#### 6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

#### 6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- 6.21 Delegation of Professional Design Services
  - A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
  - B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
  - C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
  - D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

- 7.01 *Related Work at Site* 
  - A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
    - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
    - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
  - B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors between Owner and such utility owners and other contractors.
  - C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.
- 7.03 Legal Relationships
  - A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
  - B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
  - C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

# **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

- 8.01 Communications to Contractor
  - A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.
- 8.02 Replacement of Engineer
  - A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.
- 8.03 Furnish Data
  - A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 8.04 Pay When Due
  - A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.
- 8.05 Lands and Easements; Reports and Tests
  - A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 8.06 *Insurance* 
  - A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 Change Orders

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.
- 8.08 Inspections, Tests, and Approvals
  - A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.
- 8.09 Limitations on Owner's Responsibilities
  - A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 8.10 Undisclosed Hazardous Environmental Condition
  - A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.
- 8.11 Evidence of Financial Arrangements
  - A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.
- 8.12 Compliance with Safety Program
  - A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

#### **ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

- 9.01 Owner's Representative
  - A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.
- 9.02 Visits to Site
  - A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.
- 9.07 Determinations for Unit Price Work
  - A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.
- 9.08 Decisions on Requirements of Contract Documents and Acceptability of Work
  - A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
  - B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
  - C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
  - D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- 9.09 Limitations on Engineer's Authority and Responsibilities
  - A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.
- 9.10 Compliance with Safety Program
  - A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

- 10.01 Authorized Changes in the Work
  - A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
  - B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 Claims

- A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  - 1. deny the Claim in whole or in part;
  - 2. approve the Claim; or
  - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

- 11.01 Cost of the Work
  - A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

- 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
- 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
- 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
- 5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. Costs Excluded: The term Cost of the Work shall not include any of the following items:
  - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:
  - 1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Contingency Allowance:
  - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

#### 12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.
- 12.03 Delays
  - A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

# ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 13.01 Notice of Defects
  - A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.
- 13.02 Access to Work
  - A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

#### 13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

## 13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- 1. repair such defective land or areas; or
- 2. correct such defective Work; or
- 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
- 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

- 14.01 Schedule of Values
  - A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.
- 14.02 Progress Payments
  - A. Applications for Payments:
    - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

- 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
- 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- B. *Review of Applications:* 
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;
    - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
    - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
  - 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
- C. Payment Becomes Due:
  - 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

#### D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.
- 14.03 Contractor's Warranty of Title
  - A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.
- 14.04 Substantial Completion
  - A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
  - B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
  - C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.
- 14.05 Partial Utilization
  - A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
    - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
    - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
    - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.
- 14.06 Final Inspection
  - A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- 14.07 Final Payment
  - A. Application for Payment:
    - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
    - 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
      - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
      - b. consent of the surety, if any, to final payment;
      - c. a list of all Claims against Owner that Contractor believes are unsettled; and
      - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
    - 3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
  - B. Engineer's Review of Application and Acceptance:
    - 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

#### C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

#### 14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
  - 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  - 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

#### **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

#### 15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  - 3. Contractor's repeated disregard of the authority of Engineer; or
  - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
  - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.
- 15.03 Owner May Terminate For Convenience
  - A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
    - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
    - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
    - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
    - 4. reasonable expenses directly attributable to termination.
  - B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

#### **ARTICLE 16 – DISPUTE RESOLUTION**

#### 16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
  - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

#### **ARTICLE 17 – MISCELLANEOUS**

- 17.01 Giving Notice
  - A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

- 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
- 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

#### 17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

#### 17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **SUPPLEMENTAL CONDITIONS**

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#### SUPPLEMENTAL GENERAL CONDITIONS

#### **GENERAL CONDITIONS**

The General Conditions of the Contract for Construction, EJCDC Document C-700, 2007 Edition, as bound herewith, shall be the General conditions of the Contract, except as amended by these Supplemental General Conditions

#### CHANGES AND ADDITIONS TO VARIOUS ARTICLES OF THE GENERAL CONDITIONS

Article 1 <u>Definitions</u> Article 1 is hereby modified as follows: Delete the definition "Notice to Proceed"

Article 2 <u>Preliminary Matters</u> Article 2.02 is modified as follows: DELETE Article 2.02 in its entirety

Article 2.03 is modified as follows: 30<sup>th</sup> day is changed to 10<sup>th</sup> day, and delete "A Notice to Proceed…earlier"

- Article 3 <u>Reporting and Resolving Discrepancies</u> Article 3.03A.# - change "unless" to "that" and add knowledge thereof, or should have had knowledge of....
- Article 4 Availability of lands

Article 4.01B – delete "as necessary for giving notice of or filing a mechanics or construction lien against such lands in accordance with applicable Laws & Regulations."

Article 4.06G – Hazardous Environmental Conditions at Site - Delete in its entirety

Article 5 Bonds and Insurance

Delete Article 5 in its entirety and substitute the following:

#### PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall, within ten (10) days from the date of the Notice of Award, furnish the City of Meriden with a <u>PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND</u>, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at anytime a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any

other justifiable cause, the Contractor shall, within ten (10) days after notice from the City of Meriden to do so. substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized office, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Meriden (and others as appropriate) as <u>ADDITIONAL INSURED</u>. If said documents are not received by the City of Meriden within ten (10) days from the date of Notice of Award, the City of Meriden reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

### **PERFORMANCE BOND**

#### KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal herinafter called contractor and

(here insert full name and address or legal title of Surety

As Surety, hereinafter called Surety, are held and firmly bound unto (here insert full name and address or legal title of Owner)

#### As Obligee, hereinafter called Owner, in the amount of

Dollars \$\_\_\_\_\_

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

#### WHEREAS,

Contractor has by written agreement dated 20 , entered into a contract with Owner for B023-xx, Rehabilitate South Apron & Reconstruct South Taxilane at Meriden-Markham Airport

In accordance with Drawings and Specifications prepared by Stantec Consulting Services, Inc.

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

#### **PERFORMANCE BOND**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor, shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives, notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default of a succession of

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defaults, under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

20

Signed and sealed this	day of	20
	(Principal)	
(Witness)		
	(Title)	
	(Surety)	
(Witness)		
	(Title)	
	4	

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

#### KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal, herinafter called Principal, and

(here insert full name and address or legal title of Surety

#### As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

# As Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Dollars \$\_\_\_\_\_\_

For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

#### WHEREAS,

Principal has by written agreement dated 20 , entered into a contract with Owner for <u>B023-xx</u>, Rehabilitate South Apron & Reconstruct South Taxilane at Meriden-Markham Airport

In accordance with Drawings and Specifications prepared by Stantec Consulting Services, Inc.

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

#### LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

Signed and sealed this

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelop addressed to the Principal Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that 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.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

day of

20

(Principal)

(Title)

(Surety)

(Witness)

(Witness)

(Title)

#### **INSURANCE REQUIREMENTS**

All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the Contractor shall secure the coverage for all Subcontractors under the Contractor's own policies.

The Contractor and/or Subcontractors shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated A or higher by AM Best Co.)

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance's held by the City.

The Contractor and/or Subcontractor shall provide coverage's that are not impaired or the aggregate is not to impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden of restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Contractor and/or Subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- Name of Insurance Carrier writing policy
- Name Insured
- Address of Named Insured
- Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- Policy Periods (effective and expiration dates)
- Limits of liability and terms
- Brief description of operations performed and property covered
- Name and address of certificate holder
- Authorized agent's name and address
- Date and signature of the issuing agent (original only)
- All additional named insured endorsement
- All cross liability endorsements
- All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)

Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an <u>Additional Insured</u>, evidence of a <u>Cross Liability</u> endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds. The Contractor shall provide <u>60 Day advance</u> <u>Notification</u>\*\* to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.\*\*

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

All insurance policies provided by the Contractor and/or Subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the City shall order the cessation of all activities\*\* until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, or other parties to the contract. \*\*Amended 01/13/14

The Contractor and their Subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and any affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and their Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor and their Subcontractors shall, during the execution of the work, take necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall fully comply with the latest revisions of the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations, including any all amendments, revisions, and additions thereto, and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness. negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the Contractor of their Subcontractors or their employees or agents.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the execution of the contract.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to; 1) all employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage in or on the site, under the care, custody, or control of the Contractor or any of their Subcontractors; and 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

When The use or storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the Contractor and/or their Subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City.

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.

The Contractor, Subcontractor, and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Umbrella/Excess shall state that it follows form over General Liability, Auto Liability and Workers Compensation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
•	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000
Workers' Compensation and WC Statutory Limits		
Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

• Sole Proprietors, Single Member LLC's with no employees must sign the attached Waiver

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

Article 6 Substitutes and "or equals"

Article 6.05.2.A - After Contractor add "or Owner"

Article 6.05.2.2E – Substitute Items - Add the words "If, in the owner's opinion, the number of substitutions is excessive" after "reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitutes".

#### Add the following paragraph 6.09D:

The requirements of subparagraph 6.09 do not waive the Contractor's responsibility of complying with the requirement of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations and orders of any public authority bearing the work.

Delete Article 6.10 in its entirety and substitute the following:

Under the terms of Regulation 16, referring to Contractors and Subcontractors issued by the State Tax Commission in administration of the State Sales and Use Tax, the Contractor may purchase materials or supplies to be consumed in the performance of this Contract without payment of Tax and shall not include in his Bid nor charge any Sales or Use Tax on any materials or labor provided.

#### Amend Article 6.12 to read:

"Contractor shall maintain in a safe place at the Site two (2) record copies..."

Add the following to article 6.13:

- 6.13.A.4 Protection in general shall consist of the following:
- 6.13.A.5 The Contractor shall furnish approved hard hats, other personal, protective equipment as required, approved first aid supplies, name of first aid attendant, and a posted list of emergency facilities.
- 6.13.A.6 The Contractor shall take prompt action to correct any hazardous conditions reported.
- 6.13.A.7 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment, and for temporary shoring, bracing and tying.

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all Standards and Regulations which have been promulgated by the Governmental Authorities which administer such acts; and said Requirements, Standards and Regulations are incorporated herein by reference.

The Contractor shall be directly responsible for compliance therewith on the part of its agents employees, material men and Subcontractors, and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men or Subcontractors, to so comply.

The Contractor shall indemnify the Owner and the Engineer and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the Owner and the Engineer by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and local, which are currently in effect or which become effective in the future, by the Contractor, his Subcontractors or material men.

6.16 <u>Emergencies</u> Add 6.16.B – The Contractor shall provide the Owner with at least two (2) phone numbers in case of emergency.

Article 8 – <u>Replacement of Engineer</u> Delete 8.02 in its entirety

> <u>8.06 – Insurance</u> 8.06A – Delete Article 5, Add Supplemental General Conditions

Article 9 - Engineer's Status During Construction

Revise 9.03.B to read:

In addition to the Engineer, The Owner may employ a Clerk-of- the Works shall be authorized to observe all material, workmanship and equipment for compliance with the Contract Documents' requirements of tests and safety provisions, and report any variance to the Engineer. He shall have no authority to interpret, vary or suspend the requirements of the Contract.

The Clerk-of-the-Works will keep records of material deliveries, weather conditions and manpower; he will monitor compliance with the approved Construction Schedule and the Equal Employment Provisions.

The Contractor shall cooperate with the Clerk-of-the-Works in the performance of his duties, and shall provide access to all portions of the work and information required for his records. Any requests for modification of the Contract provisions or working procedures shall be reviewed with the project representative prior to making submittal(s) to the Engineer.

#### Cost of Work, Allowances; Unit Price Work

Article 11 is hereby modified as follows:

Add the following Articles:

11.03D Delete the entire paragraph and substitute the following:

It is understood and agreed that the prices bid for the various units of construction shall control in any Contract awarded hereafter. The City of Meriden reserves the right to revise the estimated quantities with no fixed limits set nor extra compensation allowed other than the above stated unit prices.

Article 12 – Change of Contract Price and Change of Contract Time

Add the following:

12.01.B.4 - The Contractor, when performing work under article 11.3.3 shall, upon request, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including, but not limited to, certified payrolls, and copies of accounts, bills and vouchers to substantiate the above estimates.

Add 12.04.1 -The Contractor guarantees that he can and will complete the work within the time specified or within the time as extended as provided elsewhere in the Contract Documents. Inasmuch as the damage and loss to the City of Meriden which will result from the failure of the Contractor to complete the work within the stipulated time will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the sum of \$1,700.00 each calendar day (Sundays and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due to become due hereunder, the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the City.

Article 13 - <u>Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective</u> <u>Work</u>

#### Article 13.02 is modified to include the following:

The Contractor shall make every effort to minimize damage to all access routes, and he shall acquire all necessary permits for working in, on or from public streets or rights or way and for securing access rights of their own.

All costs of the removal and restoration to original condition of walls, fences and structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the City and all utilities of any intended modifications or disruption to their property prior to the start of construction, and shall cooperate with them in the scheduling and performance of this operation.

#### Article 14 Payments to Contractor and Completion

Modify 14.02.D.4 to read: Payments may be withheld to Contractors who are in default through debt or contract to the City.

14.07C - Change "thirty days" to "forty five (45) days"

Delete 14.09A in its entirety.

#### Article 15 <u>Suspension of work and termination</u>

Delete 15.03.3 in its entirety.

15.04B - Change 30 to 45 and change "30 days to pay" to 60.

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# FEDERAL REQUIREMENTS

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#### FEDERAL REQUIREMENTS CONSTRUCTION CONTRACTS \$100,000 AND OVER

#### CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

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

**1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the interests of the United States.

#### AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the

purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### DISADVANTAGED BUSINESS ENTERPRISES

**Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from the Lawrence Airport Commission The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Lawrence Airport Commission. This clause applies to both DBE and non-DBE subcontractors.

#### TRADE RESTRICTION CLAUSE

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

#### CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

#### **VETERAN'S PREFERENCE**

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **TERMINATION OF CONTRACT**

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such

case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

#### ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

#### DAVIS BACON REQUIREMENTS

#### 1. Minimum Wages

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

#### 2. Withholding.

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

#### 3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-

00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable

wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance With Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

8. Compliance With Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

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

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

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2

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

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	
Goals for minority participation for each trade	(1.4%)
Goals for female participation in each trade	(1.4%)

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City of Meriden, Connecticut (Hartford County).

### **CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8**

### Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

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

# Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

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

# **CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be

based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

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

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

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

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

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

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's noncompliance.

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

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

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

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

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

# LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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# FEDERAL GENERAL CONTRACT PROVISIONS

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### SECTION 10 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

**10-12 CHANGE ORDER**. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time

adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

**10-13 CONTRACT**. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

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

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

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

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

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

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

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

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

**10-22 FEDERAL SPECIFICATIONS**. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government. **10-23 FORCE ACCOUNT.** Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

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

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

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

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

**10-27 LIGHTING.** A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

**10-27A MassDOT/AD.** The Massachusetts Department of Transportation Aeronautics Division. When used to designate a person, MAC shall mean the Administrator or his/her duly authorized representative.

**10-28 MAJOR AND MINOR CONTRACT ITEMS.** A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

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

**10-30 NOTICE TO PROCEED.** A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

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

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

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

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

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

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

**10-37 PROPOSAL**. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

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

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

**10-40 SPECIFICATIONS.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

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

**10-42 STRUCTURES**. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

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

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

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

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

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

**10-48 WORK**. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

**10-49 WORKING DAY**. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract when work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

# **END OF SECTION 10**

**20-01 ADVERTISEMENT (Notice to Bidders).** The Owner, or his/her authorized agent, shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids.

**20-02 PREQUALIFICATION OF BIDDERS**. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility has changed, the bidder shall qualify the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant. If the time or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

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

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

**20-03 CONTENTS OF PROPOSAL FORMS**. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

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

**20-04 ISSUANCE OF PROPOSAL FORMS**. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

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

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

- c. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.

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

The costs of project mobilization, including but not limited to required bonds, insurance, transportation of personnel and equipment, and implementation of the safety plan shall not be paid for directly but shall be included in the prices for all other items.

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

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

**20-07 PREPARATION OF PROPOSAL**. The bidder shall submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

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

**20-08 IRREGULAR PROPOSALS**. Proposals shall be considered irregular for the following reasons:

**a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

**b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

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

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

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

**20-09 BID GUARANTEE**. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

**20-10 DELIVERY OF PROPOSAL.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time

specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-11 WITHDRAWAL OR REVISION OF PROPOSALS**. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-12 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.

**20-13 DISQUALIFICATION OF BIDDERS**. A bidder shall be considered disqualified for any of the following reasons:

**a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

**b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

**c.** If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

# **END OF SECTION 20**

### SECTION 30 AWARD AND EXECUTION OF CONTRACT

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

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

**a.** If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.

**b.** If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

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

**30-02 AWARD OF CONTRACT**. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

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

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

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

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

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

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

# **END OF SECTION 30**

### SECTION 40 SCOPE OF WORK

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

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

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

The Contrctor is advised that all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increase or decrease the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

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

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

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

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

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

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

**40-05 MAINTENANCE OF TRAFFIC**. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagperson, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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

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

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

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

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

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

**a.** Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his/her own temporary construction on site; or,

**d.** Use such material as intended by the terms of the contract.

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

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

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

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

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

**40-09 FINAL CLEANING UP**. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

# **END OF SECTION 40**

### SECTION 50 CONTROL OF WORK

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

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

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

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

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

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

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict

conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

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

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

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

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

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

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

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

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

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or

claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

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

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

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

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

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

Construction Staking and Layout includes but is not limited to:

Clearing and Grubbing perimeter staking. Rough Grade slope stakes at 100-foot stations. Drainage Swales slope stakes and flow line blue tops at 50-foot stations. Subgrade blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:

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

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

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

Pavement areas:

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

Fence lines at 100 foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASI's, PAPI's, REIL's, Wind Cones, Distance Markers (signs), pull boxes and manholes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be

removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

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

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

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

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

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

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

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

**50-14 PARTIAL ACCEPTANCE**. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further

responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

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

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

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

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

**50-17 COST REDUCTION INCENTIVE.** The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

**a.** A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;

**b.** An itemization of the contract requirements that must be changed if the proposal is adopted;

**c.** A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;

d. A statement of the time by which a change order adopting the proposal must be issued;

e. A statement of the effect adoption of the proposal will have on the time for completion of the contract; and

**f.** The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted by the Engineer, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may require the Contractor to share in the Owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of

investigating a cost reduction proposal from amounts payable to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the Engineer's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50 percent share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work.

Acceptance of the cost-reduction proposal and performance of the cost-reduction work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

### **END OF SECTION 50**

#### SECTION 60 CONTROL OF MATERIALS

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

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

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

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

**a.** Listed in FAA Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, that is in effect on the date of advertisement; and,

**b.** Produced by the manufacturer qualified (by FAA) to produce such specified and listed equipment.

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

Equipment Name	FAA Specification	Effective FAA Advisory Circular
None	(N/A)	(N/A)

**60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS**. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer. The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by

all technicians and other personnel, including the Contractor's representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

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

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

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

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

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

**a.** Conformance to the specified performance, testing, quality or dimensional requirements; and,

**b.** Suitability of the material or assembly for the use intended in the contract work.

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

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

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

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

**a.** The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

**b.** The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

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

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

**60-05 ENGINEER'S FIELD OFFICE**. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall remain the property of the Contractor when the contract work is completed.

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

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

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

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

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

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

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

# END OF SECTION 60

#### SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

**70-01 LAWS TO BE OBSERVED**. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

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

**70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES**. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

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

No other work is proposed.

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

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

Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 FEDERAL AID PARTICIPATION**. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

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

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

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

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

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

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

**70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS**. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced

not more than 25 feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC**. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor

shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

No phasing for beneficial occupancy is required.

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

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

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

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

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

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

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

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

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

Utility Service	Person to Contact	Owner's Emergency
<u>or Facility</u>	(Name, Title, Address & Phone	Contact (Phone)
Underground utilities	Dig, Safe, Inc.	(800)332-4844
Airport Electrical Cables	Gordon Hutchinson, Airport Engineer	(413)593-6844

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

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

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

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

Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

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

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

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

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

**70-15.1 FAA FACILITIES AND CABLE RUNS.** The Contractor is hereby advised that the construction limits of the project may include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the prosecution 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 notify the above named FAA Airway Facilities Point-of-Contact seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

**c.** If prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.

**d.** If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point-of-Contact.

e. If the project work requires the cutting or splicing of FAA owned cables, the above named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA Airway Facilities representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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

**70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS**. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

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

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

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

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

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

## **END OF SECTION 70**

#### SECTION 80 PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**a.** CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

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

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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

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

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

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

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

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

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 his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

**a.** Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or

**b.** Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or

**c.** Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the prosecution of the work, or

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

**f.** Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

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

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

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

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

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

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

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

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

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

**80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS**. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum or 600 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 300 feet of an active runway at any time.

# **END OF SECTION 80**

#### SECTION 90 MEASUREMENT AND PAYMENT

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

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

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

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

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

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

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

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

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery. When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this

same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

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

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

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

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

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

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

**a.** Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

**b.** Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

**c.** Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

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

**90-06 PARTIAL PAYMENTS**. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed, the Engineer may, at the Owner's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater,

of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

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

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

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

**a.** The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

**b.** The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

**c.** The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

**d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

**e.** The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing

and placing such materials in accordance with the requirements of the contract, plans, and specifications.

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

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

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

**90-08 PAYMENT OF WITHHELD FUNDS**. At the Contractor's option, he/she may request that the Owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under 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 10 percent retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

**d.** The Contractor shall obtain the written consent of the surety to such agreement.

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

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

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

#### **END OF SECTION 90**

# FEDERAL WAGE RATES REQUIREMENTS

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"General Decision Number: CT20240023 02/09/2024

Superseded General Decision Number: CT20230023

State: Connecticut

Construction Type: Building

County: New Haven County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

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
1	02/09/2024

	Rates	Fringes
HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems)	\$ 45.56	32.65
* BRCT0001-001 01/01/2024		
	Rates	Fringes
BRICKLAYER		34.65
* BRCT0001-005 01/01/2024		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 41.11	34.65
CARP0326-023 05/01/2023		
	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation, Soft Floor		
Layer - Vinyl and Resilient)	\$ 37.61	27.61
CARP0326-024 05/01/2023		
	Rates	Fringes
FLOOR LAYER: Carpet Only	\$ 37.61	27.61
CARP0326-025 05/01/2023		
	Rates	Fringes
FLOOR LAYER: Hardwood Floors Only CARP0326-026 05/01/2023		27.61
	Rates	Fringes
METAL BUILDING ERECTOR (Metal Siding / Wall Panels)		
CARP0326-027 05/02/2022		
	Rates	Fringes
CARPENTER (Scaffold Builder)		27.61
CARP0326-036 05/01/2023		
	Rates	Fringes
SOFT FLOOR LAYER		27.61
* CARP1121-006 01/01/2024		

	Rates	Fringes		
MILLWRIGHT	.\$ 40.56	28.87		
ELEC0090-012 06/01/2023				
	Rates	Fringes		
ELECTRICIAN	.\$ 42.60	3%+33.21		
ELEC0090-013 06/01/2023				
	Rates	Fringes		
ELECTRICIAN (Alarm Installation Only)	.\$ 42.60	3%+33.21		
ELEC0090-014 06/01/2023				
	Rates	Fringes		
ELECTRICIAN (Communication Technician)	.\$ 42.60	3%+33.21		
ELEC0090-015 06/01/2023				
	Rates	Fringes		
ELECTRICIAN (Low Voltage Wiring Only)	.\$ 42.60	3%+33.21		
ELEC0488-003 06/01/2023				
	Rates	Fringes		
ELECTRICIAN (HVAC/Temperature Controls Installation)	.\$ 43.40	3%+32.07		
* ELEV0091-002 01/01/2024				
	Rates	Fringes		
ELEVATOR MECHANIC	.\$ 64.01	39.19+a+b		
<pre>FOOTNOTE: a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked. b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday</pre>				
after Thanksgiving Day; and Ch	ristmas Day.			
ENGI0478-004 04/02/2023				
	Rates	Fringes		
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe)	.\$ 47.10	27.80		
PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled,				

the working day before and the working day after the holiday.

ENGI0478-005 04/02/2023 Rates Fringes POWER EQUIPMENT OPERATOR (Bulldozer) Finegrade (Slopes, Shaping, laser or GPS, Rough Grade Dozer.....\$ 47.10 etc.)....\$ 47.10 27.80 27.80 PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. \_\_\_\_\_ ENGI0478-012 04/02/2023 Rates Fringes POWER EQUIPMENT OPERATOR (Crane under 100 ton rated capacity)).....\$ 51.51 27.80 PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. \_\_\_\_\_ ENGI0478-016 04/02/2023 Rates Fringes POWER EQUIPMENT OPERATOR (Loader - 7 cubic yards or over).....\$ 48.37 27.80 PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. \_\_\_\_\_ IRON0424-001 06/05/2023 Rates Fringes IRONWORKER (Reinforcing, Structural, Ornamental).....\$ 42.37 40.02 \_\_\_\_\_ LAB00455-001 04/02/2023

Rates

Fringes

LABORER (Mason Tender- Cement/Concrete)		25.59
PAIN0011-014 06/01/2023		
	Rates	Fringes
GLAZIER	.\$ 41.18	24.55
PAIN0011-021 06/01/2023		
	Rates	Fringes
PAINTER (Brush and Roller)	.\$ 37.62	24.55
PAIN0011-023 06/01/2023		
	Rates	Fringes
DRYWALL FINISHER/TAPER	.\$ 38.37	24.55
PLUM0777-001 06/01/2023		
	Rates	Fringes
PLUMBER	.\$ 48.28	35.50
PLUM0777-008 06/01/2023		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation)	.\$ 48.28	35.50
* ROOF0009-001 01/01/2024		
	Rates	Fringes
ROOFER		
CompositionSlate and Tile		21.40 21.40
SHEE0040-001 07/01/2023		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC Unit Installation)	.\$ 41.89	43.40
SHEE0040-002 07/01/2023		
	Rates	Fringes
SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only)		26.15
SHEE0040-008 07/01/2023		
	Rates	Fringes
SHEET METAL WORKER (Metal Roofs Installation)	.\$ 41.89	43.40

TEAM0191-001 04/02/2023

	Rates	Fringes
TRUCK DRIVER (Dump Truck)	\$ 32.39	30.51
SUCT2016-005 09/19/2018		
	Rates	Fringes
LABORER: Common or General	\$ 27.85	18.04

- ·

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

END OF GENERAL DECISION"

# **PREVAILING WAGE LAW**

**CT** General Statutes Section 31-53

&

# **STATE WAGE RATES**

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# Minimum Rates and Classifications for Building Construction

ID#:	24-59950	Connecticut Department of Labor
		Wage and Workplace Standards

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:	Project Town:	Meriden
State#:	FAP#:	

Project: Meriden-Markham Municipal Airport: Construct 4-Unit Hangars

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	45.56	32.65
2) Boilermaker	46.21	29.35
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	41.11	34.65 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	42.77	29.63

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59
4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59

4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	37.61	27.61
5a) Millwrights	40.56	28.87
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	42.6	33.21+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	64.01	39.19+a+b
LINE CONSTRUCTION		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.18	24.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
OPERATORS		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	48.37	27.80 + a

Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott- 1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	45.92	27.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	45.14	27.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation	44.14	27.80 + a

As of: March 27, 2024

Truck and Hydrovac Excavation Truck (27 HG pressure or greater).

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	41.69	27.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	41.69	27.80 + a
Group 12: Wellpoint Operator.	41.61	27.80 + a
Group 13: Compressor Battery Operator.	40.92	27.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	39.54	27.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	40.54	27.80 + a
PAINTERS (Including Drywall Finishing)		
10a) Brush and Roller	37.62	24.55
10b) Taping Only/Drywall Finishing	38.37	24.55

10c) Paperhanger and Red Label	38.12	24.55
10e) Blast and Spray	40.62	24.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P- 1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	48.28	35.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	41.8	22.65
14) Roofer (slate & tile)	42.3	22.65
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	41.89	43.22
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	48.28	35.50
TRUCK DRIVERS		
17a) 2 Axle, Helpers	32.16	30.51 + a
17b) 3 Axle, 2 Axle Ready Mix	32.27	30.51 + a
17c) 3 Axle Ready Mix	32.33	30.51 + a
17d) 4 Axle	32.39	30.51 + a
17e) 4 Axle Ready Mix	32.44	30.51 + a

17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	32.44	30.51 + a
17h) Heavy Duty Trailer up to 40 tons	33.39	30.51 + a
17i) Snorkle Truck	32.54	30.51 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers. \*\*Note: Hazardous waste premium \$3.00 per hour over classified rate

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~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 clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: March 27, 2024



# THIS IS A PUBLIC WORKS PROJECT

# **Covered by the**

# PREVAILING WAGE LAW

**CT General Statutes Section 31-53** 

# If you have QUESTIONS regarding your wages CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine

Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

#### - SPECIAL NOTICE -

#### To: All State and Political Subdivisions, Their Agents, and Contractors

# Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the *contractor's* responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: <u>www.ctdol.state.ct.us</u>. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

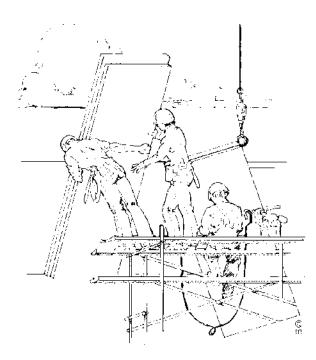
### ~NOTICE~

#### TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

<sup>∞</sup> Inquiries can be directed to (860)263-6543.



#### CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION CONTRACT COMPLIANCE UNIT

#### CONTRACTING AGENCY CERTIFICATION FORM

I,, acting in my offic	cial capacity as,
authorized representative	title
for, located at	
contracting agency	address
do hereby certify that the total dollar amount of wor	rk to be done in connection with
, locate	ed at
project name and number	address
shall be <u>\$</u> , which includes all w	ork, regardless of whether such project
consists of one or more contracts.	
CONTRACTOR IN	IFORMATION
Name:	
Address:	
Authorized Representative:	
Approximate Starting Date:	
Approximate Completion Date:	_
Signature	Date
Return To: Connecticut Department of Labor Wage & Workplace Standards Divis	ion

Contract Compliance Unit 200 Folly Brook Blvd. Wethersfield, CT 06109

Date Issued: \_\_\_\_\_

### CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

#### **CONTRACTORS WAGE CERTIFICATION FORM** Construction Manager at Risk/General Contractor/Prime Contractor

I,		of	
Officer, Owner, Auth	orized Rep.	of Company Name	
do hereby certify that the _			
		Company Name	
		Street	
-		City	
and all of its subcontractor	s will pay all work	kers on the	
Project Name and Number			
	Street and City	у	
the wages as listed in the se attached hereto).	chedule of prevaili	ing rates required for such project (a copy	of which is
		Signed	
Subscribed and sworn to b	efore me this	day of,	
		Notary Public	
Return to:		Trotary Tuble	
Wage & W 200 Folly E	t Department of L forkplace Standard Brook Blvd.		
Wethershe	ld, CT 06109		
Rate Schedule Issued (D	ate):		

## **Informational Bulletin**

### THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact\_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS. November 29, 2006

### Notice

#### To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

#### Forklift Operator:

- Laborers (Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## Information Bulletin Occupational Classifications

# The Connecticut Department of Labor has the responsibility to properly determine *"job classification"* on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

# Below are additional clarifications of specific job duties performed for certain classifications:

#### <u>ASBESTOS WORKERS</u>

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

#### • ASBESTOS INSULATOR

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

#### • **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

#### • <u>BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS,</u> <u>PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO</u> <u>WORKERS, TILE SETTERS</u>

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

#### • <u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR</u> <u>LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS</u>

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

#### • LABORER, CLEANING

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

#### DELIVERY PERSONNEL

• If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages <u>are not required</u>. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

• An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

#### • <u>ELECTRICIANS</u>

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. *\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.* 

#### • ELEVATOR CONSTRUCTORS

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.* 

#### • FORK LIFT OPERATOR

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

#### • <u>GLAZIERS</u>

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

#### • IRONWORKERS

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

#### • INSULATOR

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

#### LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

#### • <u>PAINTERS</u>

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

#### • LEAD PAINT REMOVAL

- Painter's Rate
  - 1. Removal of lead paint from bridges.
  - 2. Removal of lead paint as preparation of any surface to be repainted.
  - 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
  - 1. Removal of lead paint from any surface NOT to be repainted.
  - 2. Where removal is on a *TOTAL* Demolition project only.
  - PLUMBERS AND PIPEFITTERS

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4*.

• <u>POWER EQUIPMENT OPERATORS</u>

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. \*License required, crane operators only, per Connecticut General Statutes.

#### • <u>ROOFERS</u>

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

#### • <u>SHEETMETAL WORKERS</u>

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

#### • SPRINKLER FITTERS

Installation, alteration, maintenance and repair of fire protection sprinkler systems. *\*License required per Connecticut General Statutes: F-1,2,3,4.* 

#### • TILE MARBLE AND TERRAZZO FINISHERS

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

#### • TRUCK DRIVERS

~How to pay truck drivers delivering asphalt is under <u>REVISION~</u>

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. *\*License required, drivers only, per Connecticut General Statutes.* 

#### For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

• Hauling material off site is not covered provided they are not dumping it at a location outlined above.

• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

 Any questions regarding the proper classification should be directed to: Public Contract Compliance Unit Wage and Workplace Standards Division Connecticut Department of Labor 200 Folly Brook Blvd, Wethersfield, CT 06109 (860) 263-6543.

#### Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

⇒ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

#### Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

#### **Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

#### Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

#### **Power Equipment Operators**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

#### Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

#### Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

#### Roofers

a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

#### **Sprinkler Fitters**

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

#### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

# **TECHNICAL SPECIFICATIONS**

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

#### DESCRIPTION

**102-1.** This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *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.

#### MATERIALS

**102-2.1 Fiber Rolls.** Fiber rolls (Waddles) shall be provided in accordance with the details shown on the drawings. Fiber rolls shall be 9" diameter seed-free straw rolls nylon bound tightly into a tubular roll. Wooden stakes securing the fiber rolls to the ground, stake off-set a minimum of 20' O.C.

**102-2.2 Inlet Protection.** Inlet protection (Filter bags) shall be a woven geotextile attached to a metal framing system that can be secured to the catch basin frame. The filter bag system shall match the clear opening of the receiving frame and have a minimum filtration efficiency of 80%.

**102-2.3 Other.** All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

#### **CONSTRUCTION REQUIREMENTS**

**102-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

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

**102-3.2 Schedule.** Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust

control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

**102-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

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

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

**102-3.4 Maintenance and removal of temporary erosion controls.** The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The temporary erosion controls shall be maintained in good working condition until permanent erosion control is established. Fiber rolls and inlet protection shall be removed upon approval of the RPR.

## 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:

- a. Installation and removal of Fiber Rolls will be measured by the linear foot.
- **b.** Installation and removal of Inlet Protection will be measured by each unit.

**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** 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-102-5.1 Installation and removal of fiber rolls - per linear feet

Item C-102-5.2 Installation and removal of inlet protection - per each

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)Hazardous Wildlife Attractants on or Near AirportsAC 150/5200-33Hazardous Wildlife Attractants on or Near AirportsAC 150/5370-2Operational Safety on Airports During ConstructionASTM International (ASTM)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

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### **Item C-105 Mobilization**

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization shall be limited to 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 Engineer/RPR field office. An Engineer/RPR field office is not required.

### **METHOD OF MEASUREMENT**

**105-5 Basis of measurement and payment.** Based upon the base bid contract lump sum price for "Mobilization" partial payments will be allowed as follows:

**a.** With first pay request, 50%.

**b.** When 50% or more of the original contract is earned, an additional 40%.

**c.** 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 Mobilization (Max. 10%) – 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 D-701 Pipe for Storm Drains and Culverts

### DESCRIPTION

**701-1.1** This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

## MATERIALS

**701-2.1** Materials shall meet the requirements shown on the plans and specified below. 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:

AASHTO M304 Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter

701-2.3 Concrete. Not used.

**701-2.4 Rubber gaskets.** Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477.

701-2.5 Joint mortar. Not used.

701-2.6 Joint fillers. Not used.

701-2.7 Plastic gaskets. Plastic gaskets shall conform to the requirements of ASTM C990.

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 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:

- iensie - Pe zewanig				
Pipe Corrugation Depth		Minimum Bedding Depth		
inch	mm	inch mm		
1/2	12	1	25	
1	25	2	50	
2	50	3	75	
2-1/2	60	3-1/2	90	

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 sieve. For all other areas, no more than 50% of the material shall pass the No. 200 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 rubber gaskets or plastic gaskets.

**a. 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.

**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. 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.

## 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 D1557. 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.

### 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. Each type of drainage Pipe shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

#### **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 of Drainage Pipe.

Payment will be made under:

Item D-701-5.1	6 inch PVC, Schedule 40 Drainage Pipe - per linear foot
Item D-701-5.2	12 inch HDPE, Drainage Pipe - 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)

AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter		
ASTM International (ASTM)			
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter		
National Fire Protection Association (NFPA)			
NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways		

## END ITEM D-701

### Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

#### DESCRIPTION

**751-1.1** This item shall consist of construction of manholes, catch basins, dry wells, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

### MATERIALS

751-2.1 Brick. The brick shall conform to the requirements of ASTM C32, Grade MS.

**751-2.2 Mortar.** Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

**751-2.3 Concrete.** Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

**751-2.4 Precast concrete structures.** Complete shop drawings shall be submitted on all pre-cast units. The shop drawings shall show all steel reinforcing, wall, bottom and top thickness, and method of joining sections. Structural calculations shall also be provided stamped by a registered engineer licensed in the Commonwealth of Massachusetts. The calculation shall document that the structures meet or exceed the design loads shown on the contract plans. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches nor more than 48 inches. There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

**751-2.5 Corrugated metal.** Corrugated metal shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M36.

751-2.6 Frames, covers, and grates. The castings shall conform to one of the following requirements:

- a. ASTM A48, Class 35B: Gray iron castings
- **b.** ASTM A47: Not used
- c. ASTM A27: Not used
- d. ASTM A283, Grade D: Not used
- e. ASTM A536, Grade 65-45-12: Ductile iron castings
- **f.** ASTM A897: Not used

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

**751-2.7 Steps.** The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

751-2.8 Precast inlet structures. Not applicable

**751-2.9 Pipe**. The drainage pipe shall be in accordance with the plans and the specification section D-701.

**751-2.10 Dry well.** The dry well shall be a pre-cast catch basin/manhole type structure meeting the requirements specified under 751-2.4. Approximately 3 inch diameter to 1-1/2" diameter hole taper opening shall be provided in the walls of the basin spaced at 12 inch centers.

**751-2.11 Dry well stone.** The porous material to be used around a dry well basin structure shall be clean 3/4" inch crushed stone free from fines.

**751-2.12 Wire fabric**. Galvanized steel wire fabric shall have a minimum of 11 gauge wire, with an openings of 3/4" x 3/4". The wire shall be zinc coated for protection against corrosion.

**751-2.13 Filter fabric.** The filter fabric shall be a heavy-duty non-woven fabric. The fabric shall have a minimum weight of 10 oz/sq yd.

## **CONSTRUCTION METHODS**

## 751-3.1 Unclassified excavation.

**a.** The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

**b.** Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

**c.** The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

**d.** All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

**e.** After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

#### 751-3.2 Brick structures.

**a.** Foundations. A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

**b.** Laying brick. All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

**c.** Joints. All joints shall be filled with mortar at every course Exterior faces shall be laid up in advance of backing. Exterior faces shall be plastered or parged with a coat of mortar not less than 3/8 inch thick before the backing is laid up. Prior to parging, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 inch nor more than 1/2 inch wide and the selected joint width shall be maintained uniform throughout the work.

**d. Pointing.** Face joints shall be neatly struck, using the weather-struck joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing with water. If necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of water.

**f. Curing and cold weather protection.** The brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost on the brick or when the air temperature is below 50°F unless the Contractor has, on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60°F for the duration of the curing period.

**751-3.3 Concrete structures.** Concrete structures which are to be cast-in-place within the project boundaries shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

**751-3.4 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be fullbedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

**751-3.5 Corrugated metal structures.** Corrugated metal structures shall be prefabricated. All standard or special fittings shall be furnished to provide pipe connections or branches with the correct dimensions and of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to allow the fastening of a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. When indicated, the structures shall be placed on a reinforced concrete base.

**751-3.6 Inlet and outlet pipes.** Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

**751-3.7 Placement and treatment of castings, frames, and fittings.** All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

**751-3.8 Installation of steps.** The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches.

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

#### 751-3.9 Backfilling.

**a.** After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

**b.** Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

**c.** Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

**751-3.10 Cleaning and restoration of site.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

#### METHOD OF MEASUREMENT

**751-4.1** The quantity of catch basins and dry wells shall be measured by each unit completed in place and accepted.

#### **BASIS OF PAYMENT**

**751-5.1** The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751-5.1 Dry Well - 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 A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C913	Standard Specification for Precast Concrete Water and Wastewater Structures.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36

Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains

### **END OF ITEM D-751**

### 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 sieve shall consist of fines from the coarse aggregate requirements for wear and soundness. Aggregate base material requirements are listed in the following table.

Material Test	Requirement	Standard	
Coarse Aggregate			
Resistance to Degradation	ASTM C131		
Soundness of Aggregates by Use of Sodium Sulfate <b>or</b> Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88	
Percentage of Fractured Particles	Minimum 90% by weight of particles with at least two fractured faces and 98% with at least one fractured face <sup>1</sup>	ASTM D5821	
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles <sup>2</sup>	ASTM D4791	
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	

## **Crushed Aggregate Base Material Requirements**

<sup>1</sup> The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

<sup>2</sup> A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

**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.

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances <sup>1</sup> (Percent)
2 inch	100		0
1-1/2 inch	95-100		±5
1 inch	70-95		±8
3/4 inch	55-85		$\pm 8$
No. 4	30-60		±8
No. 40 <sup>2</sup>	10-30		±5
No. 200 <sup>2</sup>	0-10		±3

## **Gradation of Aggregate Base**

<sup>1</sup> The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

 $^2$  The fraction of material passing the No 200 (75  $\mu m)$  sieve shall not exceed two-thirds the fraction passing the No 40 (425  $\mu m)$  sieve.

## 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.

**209-3.2 Preparing underlying subgrade and/or subbase**. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-

proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

**209-3.3 Production**. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 209-3.5, the approved material may be transported directly to the placement.

**209-3.4 Placement**. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

**209-3.5** Compaction. Immediately after completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D698. The moisture content of the material during placing operations shall be within  $\pm 2$  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 yds. Sampling locations will be determined on a random basis per ASTM D3665

**a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D1556. 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 cubic 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 cubic yard for crushed aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

**209-5.2** Payment shall be made at the contract unit price per cubic yard for Reuse Existing P-209 Aggregate. This price shall be full compensation for reuse of all existing materials on site, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-209-5.1 Crushed Aggregate Base Course - per cubic yard

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM 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/ft <sup>3</sup> (600 kN-m/m <sup>3</sup> ))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft <sup>3</sup> (2700 kN-m/m <sup>3</sup> ))
ASTM 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

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### Item P-605 Joint Sealants for Pavements

#### DESCRIPTION

**605-1.1** This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

#### MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

**605-2.2 Backer rod.** The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be  $25\% \pm 5\%$  larger in diameter than the nominal width of the joint.

**605-2.3 Bond breaking tapes.** Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F 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.

**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, 5 days prior to use on the project.

**a.** Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

b. Sandblasting equipment. Sandblasting is not allowed.

c. Waterblasting equipment. Waterblasting is not allowed.

**d. Hand tools.** Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

**e. 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 sandblasting, tractor-mounted routing equipment, concrete saw, waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 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  $\pm 1/16$  inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

**605-3.5 Inspection.** The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

**605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

#### **METHOD OF MEASUREMENT**

**605-4.1** Bituminous joint saw and seal shall be measured by the linear foot of sealant in place, completed, and accepted.

### **BASIS OF PAYMENT**

**605-5.1** Payment for bituminous joint saw and seal shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1 Saw existing pavement - 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	
ASTM D7116	Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistan Types for Portland Cement Concrete Pavements	
Advisory Circulars (AC)		
AC 150/5340-30	Design and Installation Details for Airport Visual Aids	

#### END ITEM P-605

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### Item T-901 Seeding

#### DESCRIPTION

**901-1.1** This item shall consist of soil preparation, seeding the areas shown on the plans or as directed by the RPR in accordance with these specifications.

#### MATERIALS

**901-2.1 Seed.** The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows (ConnDOT M.13.04 – Seed Mixture):

Kind of Seed	Name	Proportion (Percent)	Minimum Purity (Percent)	Minimum Germination (Percent)
Velvet Bentgrass	Agrostis Canina	25	96	85
Red Fescue	Festuca Rubra L. SSP. Rubra	35	97	80
Partridge Pea	Chamaecrista Fasciculata	10	95	90
Indian Grass	Sorghastrum Nutans	15	95	90
Canada Wildrye	Elymus Canadensis	5	95	90
Kentucky Blue Grass	POA Pratensis	10	95	90

#### Seed Properties and Rate of Application

Under no circumstances shall annual Ryegrass, Italian Rye, or any other seed be added to the seed mixture.

**901-2.2 Lime.** Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. 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.

**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. 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.

**b.** 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.

**c.** Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

#### 901-3.3 Wet application method.

**a. General.** The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

**b.** Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons 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.

### **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 901-5.1 Seeding - per 1,000 square feet (MSF)

### 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

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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% nor more than 80% of the material passing the 200 mesh sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

**905-2.2 Inspection and tests.** Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

#### **CONSTRUCTION METHODS**

**905-3.1 General.** Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

**905-3.2 Preparing the ground surface.** Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The

surface 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 off the site shall be measured by the number of cubic yards of topsoil measured in its 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 made at the contract unit price per 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-905-5.1 Topsoil (Furnished from Off the Site) - 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.

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. 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 C, 5,000 volts, non-shielded, with 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 or copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

**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 3M<sup>TM</sup> 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 is 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 state department of transportation structural concrete with minimum 25% Type F fly ash, and a minimum allowable compressive strength of 4,000 psi (28 MPa).

**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<sup>TM</sup> Electrical Tapes –Scotch<sup>TM</sup> 88 (1-1/2 inch (38 mm) wide) and Scotch<sup>TM</sup> 130C<sup>®</sup> linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M<sup>TM</sup>), or an approved equivalent.

**108-2.10 Electrical coating.** Electrical coating shall be Scotchkote<sup>TM</sup> as manufactured by 3M<sup>TM</sup>, 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 (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

# **CONSTRUCTION METHODS**

**108-3.1 General.** The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

**108-3.2 Installation in duct banks or conduits.** This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables

installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

**108-3.3 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 (75 mm) 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 (0.5 m) 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 (91 cm) unless otherwise specified.
- Minimum cable depth when crossing under a railroad track, shall be 42 inches (1 m) unless otherwise specified.

The Contractor shall excavate all cable trenches to a width not less than 6 inches (150 mm). 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 inches (75 mm) 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 (6.3 mm) sieve. Flowable backfill material may alternatively be used.

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 inches (75 mm) deep, loose measurement; and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. This layer shall not be compacted. The second layer shall be 5 inches (125 mm) 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 (20 cm) of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches (100 mm) 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 (150 mm) above the direct-buried cable or the counterpoise wire if present. A 3-6 inch (75 - 150 mm) 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 (200 mm) 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, fertilizing, liming, seeding, sprigging, and mulching as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions. 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 (60 cm) square and 4-6 inch (10 - 15 cm) thick, extending approximately one inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (61 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100 mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep. 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 (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) 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 (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) 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 (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. 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 (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of 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 (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

**108-3.6 Bare counterpoise wire installation for lightning protection and grounding.** If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. 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.** – may be used by the RPR for areas that have high rates of lightning strikes. The counterpoise size is determined by the RPR. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.

**b. Isolation** – used in areas where lightning strikes are not common. Counterpoise size is selected by the RPR. 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 (203 mm) 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.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

**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  $3M^{TM}$  Scotchkote<sup>TM</sup>, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

**108-3.10 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 50 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** The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

**108-4.2** Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) 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	350kCMIL, 600V, XHHW, Installed in Trench, Duct Bank or Conduit - per liner foot
Item L-108-5.2	2/0 AWG, Stranded Equipment Ground, Copper Wire, Installed in Trench, Duct Bank or Conduit - per liner foot
Item L-108-5.3	No. 2 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations - 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 Circulars (AC)Maintenance of Airport Visual Aid FacilitiesAC 150/5340-26Maintenance of Airport Visual Aid FacilitiesAC 150/5340-30Design and Installation Details for Airport Visual AidsAC 150/5345-7Specification for L-824 Underground Electrical Cable for Airport<br/>Lighting CircuitsAC 150/5345-26Specification for L-823 Plug and Receptacle, Cable Connectors

AC 150/5345-	53 Ai	rport Lighting Equipment Certification Program
Commercial Item Des	cription	
A-A-59544A	Ca	ble and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Ins	sulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM International (A	ASTM)	
ASTM B3	Sta	andard Specification for Soft or Annealed Copper Wire
ASTM B8		andard Specification for Concentric-Lay-Stranded Copper Conductors, ard, Medium-Hard, or Soft
ASTM B33		andard Specification for Tin-Coated Soft or Annealed Copper Wire for ectrical Purposes
ASTM D4388		andard Specification for Nonmetallic Semi-Conducting and ectrically Insulating Rubber Tapes
Mil Spec		
MIL-PRF-235		rformance Specification: Sealing Compound (with Accelerator), icone Rubber, Electrical
MIL-I-24391	Ins	sulation Tape, Electrical, Plastic, Pressure Sensitive
National Fire Protection Association (NFPA)		
NFPA-70	Na	tional Electrical Code (NEC)
NFPA-780	Sta	andard for the Installation of Lightning Protection Systems
American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)		
ANSI/IEEE S		EE Guide for Measuring Earth Resistivity, Ground Impedance, and rth Surface Potentials of a Ground System
Federal Aviation Administration Standard		
FAA STD-019	4	ghtning and Surge Protection, Grounding Bonding and Shielding equirements 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 directburied 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 state department of transportation structural concrete with minimum 25% Type F fly ash, and a minimum allowable compressive strength of 4,000 psi (28 MPa).

**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 (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

# **CONSTRUCTION METHODS**

**110-3.1 General**. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When

under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables) cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows: **a.** Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

**b.** Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

**110-3.2 Duct banks**. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

**110-3.3 Conduits without concrete encasement**. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and lot less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

**110-3.4 Markers.** The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

**110-3.5 Backfilling for conduits.** For conduits, 8 inches (200 mm) of sand, soft earth, or other 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 (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

**110-3.6 Backfilling for duct banks**. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

**110-3.7 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, fertilizing, liming, seeding, sprigging and mulching shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

**110-3.8 Ownership of removed cable.** The Contractor shall retain ownership of all abandoned cables that are removed. All abandoned cables must be removed from the Airport and legally disposed of by the Contractor.

# **METHOD OF MEASUREMENT**

**110-4.1** Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

# **BASIS OF PAYMENT**

**110-5.1** Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Non-Encased Electrical Duct Bank, 1 and 4" - per linear foot (meter)
Item L-110-5.2	Concrete Encased Electrical Conduit, 1 and 4" - per linear foot (meter)

## 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

# Item L-115 Electrical Manholes and Junction Structures

## DESCRIPTION

**115-1.1** This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR including removal of existing manholes and junction structures as shown on the plans.

# EQUIPMENT AND MATERIALS

### 115-2.1 General.

**a.** All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.

**b.** Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

**c.** All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

**d.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

**e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

**115-2.2 Concrete structures.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures. Cast-in-place concrete structures shall be as shown on the plans.

**115-2.3 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand AASHTO HS-20 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 is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

**115-2.5 Mortar.** The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.6 Concrete. All concrete used in structures shall conform section L-110.

115-2.7 Frames and covers. The frames shall conform to one of the following requirements:

a. ASTM A48	Gray iron castings
<b>b.</b> ASTM A47	Malleable iron castings
<b>c.</b> ASTM A27	Steel castings
<b>d.</b> ASTM A283, G	rade D Structural steel for grates and frames
<b>e.</b> ASTM A536	Ductile iron castings
<b>f.</b> ASTM A897	Austempered ductile iron castings

All castings shall be heavy duty and meet AASHTO M306.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

115-2.8 Ladders. Ladders, if specified, shall be galvanized steel or as shown on the plans.

**115-2.9 Reinforcing steel.** All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

115-2.10 Bedding/special backfill. Bedding or special backfill shall be as shown on the plans.

**115-2.11 Flowable backfill.** Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

115-2.12 Cable trays. Cable trays shall be of plastic. Cable trays shall be located as shown on the plans.

115-2.13 Plastic conduit. Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

# 115-2.14 Conduit terminators. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

**115-2.15 Pulling-in irons.** Pulling-in irons shall be manufactured with 7/8-inch (22 mm) diameter hotdipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2-inch (12 mm) diameter with an ultimate strength of 270,000 psi (1862 MPa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

**115-2.16 Ground rods.** Ground rods shall be one piece, copper or copper clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8 feet (2.4 m) long nor less than 5/8 inch (16 mm) in diameter.

# **CONSTRUCTION METHODS**

**115-3.1 Unclassified excavation.** It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to

disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

**115-3.2** Concrete structures. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

**115-3.3 Precast unit installations.** Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

**115-3.4 Placement and treatment of castings, frames and fittings.** All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

**115-3.5 Installation of ladders.** Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.

**115-3.6 Removal of sheeting and bracing.** In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches (150 mm) of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The RPR may direct the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

**115-3.7 Backfilling.** After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

**115-3.8** Connection of duct banks. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

**115-3.9 Grounding.** A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtails shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

**115-3.10** Cleanup and repair. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

**115-3.11 Restoration.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

**115-3.12 Inspection.** Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

**115-3.13 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 paved. The concrete slab shall conform to the dimensions shown on the plans.

**115-3.14 Duct extension to existing ducts.** Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

# METHOD OF MEASUREMENT

**115-4.1** Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following 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

**115-4.2 Manhole elevation adjustments** shall be measured by the completed unit installed, in place, completed, and accepted. Separate measurement shall not be made for the various types and sizes.

# **BASIS OF PAYMENT**

**115-5.1** The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

**115-5.2** Payment shall be made at the contract unit price for manhole elevation adjustments. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, spacers, concrete, rebar, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required, to complete this item as shown in the plans and to the satisfaction of the RPR.

Payment will be made under:

Item L-115-5.1	Electrical Manhole 24"X36", Tier 22 - Per Each
Item L-115-5.3	$Existing \ Electrical \ Manhole/Junction \ Structure \ Adjustment - Per \ Each$
Item L-115-5.4	Electrical Handhole 36" Dia. H-20 –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 Associ	ation (NFPA)
NFPA-70	National Electrical Code (NEC)

# **END OF ITEM L-115**

## SECTION 033000

## CAST-IN-PLACE CONCRETE

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. See Division 31 Section "Earth Moving" for drainage fill under slabs-on-grade.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Shop Drawings: For steel reinforcement.
- D. Material test reports.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.

#### PART 2 - PRODUCTS

## 2.1 FORM-FACING MATERIALS

A. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

## 2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

#### 2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I or II. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class F.
- B. Normal-Weight Aggregates: ASTM C 33, graded, 1-1/2-inch nominal maximum coarse-aggregate size.
  - 1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94 and potable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494, Type A.
  - 2. Retarding Admixture: ASTM C 494, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

#### 2.4 VAPOR RETARDERS

A. Plastic Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.

### 2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating.

#### 2.6 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1752, cork or self-expanding cork.

## 2.7 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Footing, Piers and Frost Walls: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 3000 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.40.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch .
  - 4. Air Content: 5-1/2 percent, plus or minus 1.5 percent at point of delivery for nominal maximum aggregate size.
  - 5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
- C. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 4000 psi at 28 days.
  - 2. Minimum Cementitious Materials Content: 520 lb/cu. yd..
  - 3. Slump Limit: 4 inches, plus or minus 1 inch.
  - 4. Air Content: 5-1/2 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
  - 5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch and 3/4inch nominal maximum aggregate size.
  - 6. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent.

### 2.8 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

### 2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.

 When air temperature is between 85 and 90 deg F , reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F , reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

## 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Do not chamfer exterior corners and edges of permanently exposed concrete.

#### 3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

#### 3.3 VAPOR RETARDERS

- A. Plastic Vapor Retarders: Place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions.
  - 1. Lap joints 6 inches and seal with manufacturers recommended tape.

#### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

#### 3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations approved by Engineer.

- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

#### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

#### 3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

#### 3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots.

Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

- 1. Apply float finish to surfaces to receive trowel finish.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Hand trowel edges and edges around piers.

#### 3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

# 3.10 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

### 3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
  - 1. Testing Services: Tests shall be performed according to ACI 301.

## 3.12 METHOD OF MEASUREMENT

A. Measurement is by lump sum for the hangar foundation system. This includes all concrete work for footings, frost walls, piers, and slab. All associated excavation, formwork, reinforcement, backfill and under slab subbase is to be included. Building earthwork requirements are included under Section 330000.

#### 3.13 BASIS OF PAYMENT

- A. Payment includes all labor, materials, equipment, and other items necessary for the installation of the complete foundation system and floor slab.
- B. Payment will be made under:

Item ALT1-S-100 Hangar Foundation System and Floor Slab (4-Units) – per lump sum

Item ALT2-S-100 Hangar Foundation System and Floor Slab (3-Units) – per lump sum

END OF SECTION 033000

## SECTION 133420

#### CONSECUTIVE ROW BOX HANGAR W/ ELECTRIC BI-FOLD DOORS

## PART 1 - GENERAL

1.1 Consecutive Row Box hangars shall be supplied by a building manufacturer who is regularly engaged in the manufacturing of aircraft hangar buildings and bi-fold hangar door systems. The Consecutive Row Box hangar package shall be supplied as a complete system and furnished by a manufacturer who designs and manufactures hangar buildings. The hangar manufacturer shall have been engaged in the manufacture for a minimum of ten (10) years and upon request from owner, provide a list of completed hangar projects.

2.1	Hangar sizes shall be as defined below:	
	Number of Units	4-units
	Building Length (Approximate)	168'0"
	Building Width (Approximate)	33'0"
	Building Eave Height (Approximate)	15'0"
	Minimum Clear Unit Dimensions:	
	Clear Door Opening (Approximate)	40'0" x 12'0"
	Overall Unit Depth (Approximate)	33'0"

- A. Building width shall be as measured from center line to center line of endwall columns.
- B. Building length shall be as measured from center line to center line of endwall columns.
- C. Eave height shall be as measured from the top of the eave purlin or door truss to the bottom of column base plate.
- D. Bi-fold hangar door size shall be <u>40'0" x 12'0"</u> minimum clearances as stated or shown on plans.
- 3.1 Primary structural framing shall be main load carrying structural members. They shall include door trusses/beams, rafters, interior columns and exterior columns. Minimum design deflection shall be L/240.
  - A. Rafters shall be steel wide flange beams "W" shaped ASTM A36 and shall be pre-punched for purlin connections, door truss/beam, and interior column connections. Rafters shall be complete with factory welded ridge splice plates, and designed to support specified loads.

- B. Door truss/beam shall span width of bi-fold hangar door opening and shall be shipped full length for ease of construction. Door truss/beam design shall be integral with door design. Door truss/beam shall be pre- punched for column connection and bi-fold door hinges. Field welding of bi-fold door frames, door hinges or pick up plates are not acceptable.
- C. Door columns shall be manufactured of steel wide flange beams "W" shapes ASTM A36 with pre-welded base plate and door truss/beam saddles. Field welding of components are not acceptable.
- D. Interior column shall be square structural welded steel tube ASTM A500 with pre-welded four bolt base plates and girt clips.
- 4.1 Secondary framing shall be the structural members which carry the loads to the primary framing systems; and shall include the purlins, girts, wind bracing and miscellaneous structural members.
  - A. Purlins shall be nominal 8" deep "Z" shaped members; and shall be manufactured of 16, 14, or 12 gauge steel designed for specified loads, and shall be fabricated of material based on the requirements of ASTM A570 or ASTM A572 as applicable.
  - B. Exterior wall girts shall be fabricated from 4" square structural weld steel tube or rolling formed cee sections of ASTM 570 or ASTM A572 as applicable. Flush mount design.
  - C. Interior partition girt shall be fabricated from 4" x 16 ga. red oxide steel "CEE" sections, when specified.
  - D. Provide wind bracing, rafter bracing, sheeting angles where required.
- 5.1 Structural field connections shall be bolted (unless otherwise noted). All primary bolted connections, as shown on manufacturer's drawing, shall be furnished with high strength bolts conforming to the physical specifications of ASTM A-325 or shall be Grade 5. All Grade 5 bolts shall be zinc plated.
- 6.1 All structural members shall be shop primed red oxide.
- 7.1 Roof sheets shall be 26 ga. galvalume coating conforming to ASTM specification A-792 with panel configuration with 1-1/4" min. high major ribs 12" on center. Sheeting should have a minimum yield of 80 ksi. Panel coverage shall be 36" and shall be furnished full length from building eave to ridge purlin. A pre-formed ridge cap shall be provided. Minimum 25-year limited warranty. Roof sheets shall extend 12" beyond the eave line.
  - A. Wall sheet shall be 26 ga. galvalume coating conforming to ASTM specification A446 with a silicone polyester coating. Panel coverage shall be 36" and furnished full length. Panel configuration shall be 1-1/4" min. major ribs 12" on center. Sheeting should have a minimum yield of 80 ksi. Wall sheet shall be furnished full height. Minimum 35-year limited warranty.
- 8.1 Partition sheet shall be 26 ga. galvalume . Panel configuration shall be 5/8" minimum with major ribs 9" on center and 36" panel coverage. Sheeting should have a

minimum yield of 80 ksi. Partition sheeting to be full-height or as specified. Panel shall be furnished in full height and include bird-proofing trim between partition sheet and roof decking. Minimum 25-year limited warranty.

- A. 3" x 8" 11 ga. fuel containment angle at the base of all interior partition walls to prevent fuel spills from penetrating adjacent units. Includes fuel resistant sealant. Anchors by others.
- 9.1 Building trim shall include eave trim, gable trim, corner trim, service door trim, bi-fold hangar door trim. All trim shall be 26 ga. and manufactured of flat stock material equal in quality to wall sheets and color as selected from manufacturer's standard color chart. All trims to be hemmed. Trim pieces shall be packaged for shipment at factory.
  - A. Roof caulking shall be at all roof sheet side laps and at pre-formed ridge caps. Roof caulk shall be a tape sealant type and shall be pre-formed butyl rubber base and shall be supplied as a 3/16" x 1" extruded shape.
  - B. Inside and outside semi-rigid cross-linked polyethylene foam closure shall be provided as required to provide a bird proof building. Closures are to be provided on bi-fold doors, gable end walls, side walls, roof overhang, eave and rake of end wall. Closure shall be self adhesive.
  - C. Fasteners provided as follows or approved equal:
    - C.1 Roof fasteners shall be #12-14x1" 310 stainless steel head on carbon steel shank, hex head, with dual seal washer.
    - C.2 Roof stitch screws shall be #12x3/4" 310 stainless steel head screws with washers.
    - C.3 Wall fasteners shall be #12-14x1" stainless steel hex head color match self-drilling sheet metal screws with washer.
    - C.4 Wall sheet stitch screws shall be 1/4"-#14x3/4" steel hex head color match self-drilling lap screw with washer.
    - C.5 Partition sheet fasteners shall be #12-3/4" 310 stainless steel hex head self-drilling screws.
    - C.6 All sheet metal screws shall be installed as shown on building manufacturer's erection plans.

## 10.1 Building Design

A. Design loads shall be as stated herein and as clearly set forth in order document and shall be in accordance with <u>2022 Connecticut State</u> Building code standard design practices and ASCE 7-16.

Ground Snow Load	<u> </u>
Roof Snow Load	<u>25.2</u> psf
Dead Load	<u>10</u> psf
Collateral Load	<u>5</u> psf
Ultimate Wind Speed	<u>120</u> mph

Exposure	С
Seismic Zone	-
<b>Building Classification</b>	
Construction Type	II B
Occupancy Category <u>II</u>	
Use Group	S-2
NFPA Construction Type	<u>II (000)</u>
Importance Factors	1.0

- B. Design calculations, drawings and documents shall contain information requested for permits and approval and sufficient information for building erection and shall be as applied to products furnished.
- C. Building reactions shall be furnished by building supplier. Design of floors and foundation shall be the responsibility of foundation designer or others.
- 11.1 Bi-fold doors shall be integral with hangar building design. Door framing members shall be square tube jig welded in full size panels to eliminate any field welding. Door frames shall have pre-located top hinges factory located to align with pre-located door truss/beam hinges on door header to eliminate field welding. Structural steel shall be ASTM A500 Grade B square structural welded steel tubing.
  - A. Electric bi-fold door operator shall be a top mounted operator on center of door truss and shall be provided with adjustable turnbuckles and fastened securely. Motor shall be 3/4 H.P. (minimum) 230 V.A.C. single-phase thermally protected and supplied with a reset button. Motor shall be totally enclosed capacitor start. Cable drum shall be a direct drive drum by shaft mounted gearbox. Gearbox shall be oil bath two-stage gearbox, bronze worm gear, hardened steel spur gears, tapered roller and ball bearings. Door operator shall be pre-wired at factory complete with 24 V.A.C. momentary up and down pressure-down push button control, magnetic controllers, geared rotary limit switch attached to cable drum designed to coordinate reversing operation, spring set electric brake, and up-stop safety switch; over-ride safety mercury tilt switch to disconnect power in case of over travel. Power connection shall be by heavy-duty 230-volt plug for easy connection.
  - B. Bi-fold door hardware shall include 3" dia. bottom guide roller with sealed bearing and column followers, manual cam locks of bi-fold door, center cane bolt pin 1" dia. minimum and embedded floor sockets, 16" minimum center plated door poppers and skid plates, all require hinge pins, 3/16" dia. 7x19 galvanized aircraft cables with wire rope clips and thimbles, bottom and top 2-ply rubber astragals, 5" dia. steel sheave wheels with ball bearings.
  - C. Each bi-fold door shall be provided with 3'-0" x 6'-0" white steel flush entry door, 1-3/4" 24 ga. polyurethane foam core thermal broke leaf with R-12 insulation value, 16 ga. white thermal broke frame, dual seal bulb weather-stripping, and ANSI A156.2 Series 4000, Grade 2 lever lockset keyed and master keyed.
  - D. Manual latches of each side of bi-fold door.
  - E. Bi-fold door shall be installed according to manufacturer's installation instructions.

- 12.1 Building manufacturer to provide contractor with anchor layout plan and building column reactions.
- 13.1 Quality Assurance
  - A. Installer's Qualifications: The person supervising the installation of the work of this Section shall be experienced in pre-engineered metal building work, and shall have been regularly employed by a company engaged in the erection and installation of such buildings for a minimum of three years.
    - 1. If requested, furnish to the Engineer the names and addresses of three similar projects for which the supervisor has supervised the erection and installation of pre-engineered metal buildings.
- 14.1 Delivery, Storage, and Handling
  - A. Deliver building components, except structural steel, to the Site in unopened cartons, crates, or other protective containers bearing the manufacturer's labels.
  - B. Components shall have manufacturer's identification marking corresponding to the marking shown on the erection drawings.
  - C. Keep materials dry while in storage.
  - D. Handle materials by a method which will prevent damage to components, including finishes.
- 15.1 Examination
  - A. Verification of Conditions: Examine surfaces to receive the metal building for defects that will adversely affect the execution and quality of the Work. Do not proceed until unsatisfactory conditions are corrected.
- 16.1 Preparation
  - A. Protect factory applied finishes from damage during erection.
  - B. Clean surfaces to receive the work of this Section.
- 17.1 Erection and Installation
  - A. General: Erect and install the metal building and appurtenances in accordance with the manufacturer's printed instructions except as otherwise specified or required by the Reference Standards. Install the work of this Section so the structure is secure and weathertight, and exposed materials are free of visible dents, scratches, tool marks, cuts, and other imperfections. Install building systems free of rattles, wind whistles, and noise due to thermal movement.
  - B. Framing Erection:
    - 1. Provide temporary bracing to securely hold members in proper position until permanent bracing is fastened in place.
    - 2. Erect primary and secondary structural members in their designed positions, and fasten each securely in place.
    - 3. Do not field cut or alter structural members without approval of the Engineer.

- 4. After erection, touch-up welded and abraded surfaces, bare spots, and field bolts with shop primer paint.
- C. Roofing System:
  - 1. Assemble and anchor panels in place, in straight alignment, with provision for necessary thermal and structural movement. Locate panel end laps over supports. Fasten panels to each structural support.
  - 2. Seal longitudinal joints and transverse end laps.
  - 3. Flash and seal roof covering at rakes, eaves, and junctions with all related building components and accessories so that the roof is watertight.
- D. Wall System:
  - 1. Assemble and anchor panels in place, aligned and plumb, with provision for necessary thermal and structural movement. Use panels of one-piece length from sill to roof line with no horizontal joints, except where panels are interrupted by auxiliary building components such as windows. Fasten panels to each structural support.
  - 2. Seal longitudinal joints with sealant.
  - 3. Flash and seal wall covering at sill, roof lines, and junctions with all related building components and accessories so that the walls are watertight.
- E. Related Building Components: Install related components in their designed locations, fitted with required accessories. Securely fasten items to structural supports. Adjust and lubricate operative units for smooth and easy operation. Seal components watertight at junctions with wall and roof systems.
- 18.1 Adjusting
  - A. Restore minor visual damage to factory applied finishes in a manner to match the appearance and performance of the original finish, or remove the damaged parts and replace them with undamaged parts.
- 19.1 Cleaning
  - A. Remove strippable protective coatings after completion of work liable to damage the finish. Comply with manufacturer's recommendations for coating removal.
  - B. Clean exposed exterior and interior surfaces of exterior wall panels. Remove any residue from strippable coatings. Comply with panel manufacturer's printed recommendations for cleaning.
- 20.1 Method of Measurement
  - A. Measurement is by lump sum for the hangar building. This includes all components specified within.
- 21.1 Basis of Payment
  - A. Payment includes all labor, materials, equipment, and other items necessary for the installation of the complete hangar building.

B. Payment will be made under:

Item ALT1-S-110	Hangar Building (4-Units) - per lump sum
Item ALT2-S-110	Hangar Building (3-Units) – per lump sum

END OF SECTION 133420

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## SECTION 260010

#### SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Supplemental requirements applicable to Work specified in Division 26.
- B. Related Requirements:
  - 1. Section 260011 "Facility Performance Requirements for Electrical" for seismic-load, windload, acoustical, and other field conditions applicable to Work specified in this Section.

#### 1.2 REFERENCES

- A. Abbreviations and Acronyms for Electrical Terms and Units of Measure:
  - 1. 8PSJ or 8P8C: Miniature 8-position series jack, also called an 8-position 8-contact modular jack for some applications.
  - 2. A: Ampere, unit of electrical current.
  - 3. AC or ac: Alternating current.
  - 4. AFCI: Arc-fault circuit interrupter.
  - 5. AIC: Ampere interrupting capacity.
  - 6. AL, Al, or ALUM: Aluminum.
  - 7. ASD: Adjustable-speed drive.
  - 8. AWG: American wire gauge; see ASTM B258.
  - 9. BIL: Basic impulse insulation level.
  - 10. CB: Circuit breaker.
  - 11. CU or Cu: Copper.
  - 12. CU-AL or AL-CU: Copper-aluminum.
  - 13. DC or dc: Direct current.
  - 14. EGC: Equipment grounding conductor.
  - 15. EMF: Electromotive force.
  - 16. EMI: Electromagnetic interference.
  - 17. EPM: Electrical preventive maintenance.
  - 18. ft.: Foot.
  - 19. GEC: Grounding electrode conductor.
  - 20. GFCI: Ground-fault circuit interrupter.
  - 21. GFPE: Ground-fault protection of equipment.
  - 22. GND: Ground.
  - 23. HACR: Heating, air conditioning, and refrigeration.
  - 24. HDPE: High-density polyethylene.
  - 25. HP or hp: Horsepower.

- 26. Hz: Hertz.
- 27. inch: Inch. To avoid confusion, the abbreviation "in." is not used.
- 28. IP: Ingress protection rating (enclosures); Internet protocol (communications).
- 29. kAIC: Kiloampere interrupting capacity.
- 30. kcmil or MCM: One thousand circular mils.
- 31. kV: Kilovolt.
- 32. kVA: Kilovolt-ampere.
- 33. kVAr or kVAR: Kilovolt-ampere reactive.
- 34. kW: Kilowatt.
- 35. kWh: Kilowatt-hour.
- 36. LAN: Local area network.
- 37. lb: Pound (weight).
- 38. LCD: Liquid-crystal display.
- 39. LED: Light-emitting diode.
- 40. MLO: Main lugs only.
- 41. NO: Normally open.
- 42. PF or pf: Power factor.
- 43. PoE: Power over Ethernet.
- 44. PVC: Polyvinyl chloride.
- 45. SPD: Surge protective device.
- 46. TCP/IP: Transmission control protocol/Internet protocol.
- 47. TR: Tamper resistant.
- 48. TVSS: Transient voltage surge suppressor.
- 49. UL: Underwriters Laboratories, Inc. (standards) or UL LLC (services).
- 50. V: Volt, unit of electromotive force.
- 51. VA: Volt-ampere, unit of complex electrical power.
- 52. W: Watt, unit of real electrical power.
- 53. WR: Weather resistant.
- B. Abbreviations and Acronyms for Electrical Raceway Types:
  - 1. EMT: Electrical metallic tubing.
  - 2. EPEC: Electrical HDPE underground conduit.
  - 3. ERMC: Electrical rigid metal conduit.
  - 4. ERMC-S-G: Galvanized-steel electrical rigid metal conduit.
  - 5. ERMC-S-PVC: PVC-coated-steel electrical rigid metal conduit.
  - 6. FMC: Flexible metal conduit.
  - 7. FMT: Steel flexible metallic tubing.
  - 8. FNMC: Flexible nonmetallic conduit. See LFNC.
  - 9. HDPE: See EPEC.
  - 10. IMC: Steel electrical intermediate metal conduit.
  - 11. LFMC: Liquidtight flexible metal conduit.
  - 12. PVC: Rigid PVC conduit.
  - 13. PVC-40: Schedule 40 rigid PVC conduit.
  - 14. PVC-80: Schedule 80 rigid PVC Conduit.
  - 15. RGS: See ERMC-S-G.
  - 16. RMC: See ERMC.
- C. Abbreviations and Acronyms for Electrical Cable Types:
  - 1. CL2: Class 2 cable.

- 2. CL3: Class 3 cable.
- 3. MC: Metal-clad cable.
- 4. RHW: Thermoset rubber, moisture-resistant cable.
- 5. THHW: Thermoplastic, heat- and moisture-resistant cable.
- 6. USE: Underground service-entrance cable.
- 7. XHHW: Cross-linked polyethylene, heat- and moisture-resistant cable.

#### D. Definitions:

- 1. Basic Impulse Insulation Level: Reference insulation level expressed in impulse crest voltage with a standard wave not longer than 1.5 times 50 microseconds and 1.5 times 40 microseconds.
- 2. Communications Jack: A fixed connecting device designed for insertion of a communications cable plug.
- 3. Communications Outlet: One or more communications jacks, or cables and plugs, mounted in a box or ring, with a suitable protective cover.
- 4. Designated Seismic System: A system component that requires design in accordance with ASCE/SEI 7, Ch. 13 and for which the Component Importance Factor is greater than 1.0.
- 5. Direct Buried: Installed underground without encasement in concrete or other protective material.
- 6. Enclosure: The case or housing of an apparatus, or the fence or wall(s) surrounding an installation, to prevent personnel from accidentally contacting energized parts or to protect the equipment from physical damage. Types of enclosures and enclosure covers include the following:
  - a. Cabinet: An enclosure that is designed for either surface mounting or flush mounting and is provided with a frame, mat, or trim in which a swinging door or doors are or can be hung.
  - b. Concrete Box: A box intended for use in poured concrete.
  - c. Conduit Body: A means for providing access to the interior of a conduit or tubing system through one or more removable covers at a junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
  - d. Conduit Box: A box having threaded openings or knockouts for conduit, EMT, or fittings.
  - e. Device Box: A box with provisions for mounting a wiring device directly to the box.
  - f. Extension Ring: A ring intended to extend the sides of an outlet box or device box to increase the box depth, volume, or both.
  - g. Junction Box: A box with a blank cover that joins different runs of raceway or cable and provides space for connection and branching of the enclosed conductors.
  - h. Outlet Box: A box that provides access to a wiring system having pryout openings, knockouts, threaded entries, or hubs in either the sides or the back, or both, for the entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting an outlet box cover, but without provisions for mounting a wiring device directly to the box.
  - i. Pull Box: A box with a blank cover that joins different runs of raceway and provides access for pulling or replacing the enclosed cables or conductors.
  - j. Ring: A sleeve, which is not necessarily round, used for positioning a recessed wiring device flush with the plaster, concrete, drywall, or other wall surface.
  - k. Ring Cover: A box cover, with raised center portion to accommodate a specific wall or ceiling thickness, for mounting wiring devices or luminaires flush with the surface.

- 1. Termination Box: An enclosure designed for installation of termination base assemblies consisting of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors, or both.
- 7. Jacket: A continuous nonmetallic outer covering for conductors or cables.
- 8. Luminaire: A complete lighting unit consisting of a light source such as a lamp, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source or the ballast or to distribute the light.
- 9. Miniature 8-Position Series Jack (8PSJ): Also called an 8-position 8-contact (8P8C) modular jack. An unkeyed jack with up to eight contacts commonly used to terminate twisted-pair and multiconductor Ethernet cable. Shape and dimensions are specified by TIA-1096.
  - a. Caution: An 8PSJ is not the same thing as an FCC "registered jack" RJ45S, now called a miniature 8-position keyed jack (8PKJ). Ethernet cable plugs do not have rejection keys. Many manufacturers and suppliers incorrectly use "RJ45" as a generic term to describe any 8-position series plug or jack whether it has a rejection key or not.
- 10. Receptacle: A fixed connecting device arranged for insertion of a power cord plug. Also called a power jack.
- 11. Receptacle Outlet: One or more receptacles mounted in a box with a suitable protective cover.
- 12. Sheath: A continuous metallic covering for conductors or cables.
- 13. UL Category Control Number: An alphabetic or alphanumeric code used to identify product categories covered by UL's Listing, Classification, and Recognition Services.
- 14. Voltage Class: For specified circuits and equipment, voltage classes are defined as follows:
  - a. Control Voltage: Listed and labeled for use in remote-control, signaling, and powerlimited circuits supplied by Class 2 or Class 3 power supplies having rated output not greater than 150 V and 5 A, allowing use of alternate wiring methods complying with NFPA 70, Article 725.
  - b. Low Voltage: Listed and labeled for use in circuits supplied by Class 1 or other power supplies having rated output not greater than 1000 V, requiring use of wiring methods complying with NFPA 70, Article 300, Part I.

#### 1.3 COORDINATION

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others:

#### 1.4 PREINSTALLATION MEETINGS

- A. Electrical Preconstruction Conference: Schedule conference with Architect and Owner, not later than 10 days after notice to proceed. Agenda topics include, but are not limited to, the following:
  - 1. Electrical installation schedule.
  - 2. Value analysis proposals and requests for substitution of electrical equipment.
  - 3. Utility work coordination and class of service requests.

## 1.5 SEQUENCING

A. Conduct and submit results of power system studies before submitting Product Data and Shop Drawings for electrical equipment.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Electrical Installation Schedule: At preconstruction meeting, and periodically thereafter as dates change, provide schedule for electrical installation Work to Owner and Engineer including, but not limited to, milestone dates for the following activities:
  - 1. Orders placed for major electrical equipment.
  - 2. Arrival of major electrical equipment on-site.
  - 3. System startup, testing, and commissioning activities for major electrical equipment.
  - 4. Pouring of concrete housekeeping pads for electrical equipment and testing of concrete samples.
  - 5. Requests for special inspections.
  - 6. Requests for inspections by authorities having jurisdiction.
- B. Certificates:
  - 1. Welding certificates.
  - 2. Seismic-Load Performance Certificates: Provide special certification for designated seismic systems as indicated in ASCE/SEI 7-16, Paragraph 13.2.2, "Special Certification Requirements for Designated Seismic Systems" for all Designated Seismic Systems identified on Drawings or in the Specifications.
    - a. The following systems and components are Designated Seismic Systems and require written special certification of seismic qualification by manufacturer:
      - 1) Hangers and supports specified in Section 260529 "Hangers and Supports for Electrical Systems."
      - 2) Raceways, enclosures, cabinets, boxes, and their mounting provisions specified in Section 260533 "Raceway and Boxes for Electrical Systems."
      - 3) Equipment, accessories, and components specified in Section 262416 "Panelboards."
      - 4) Equipment, accessories, and components specified in Section 262816 "Enclosed Switches and Circuit Breakers."
      - 5) Luminaires, accessories, and components specified in Section 265000 "Lighting."
    - b. Include the following information:
      - 1) Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
      - 2) Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
      - 3) Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

- 4) Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.
- 5) Provide equipment manufacturer's written certification for each designated active electrical seismic device and system, stating that it will remain operable following the design earthquake. Certification must be based on requirements of ASCE/SEI 7, including shake table testing per ICC-ES AC156 or a similar nationally recognized testing standard procedure acceptable to authorities having jurisdiction[, or experience data as permitted by ASCE/SEI 7-16.
- 6) Submit evidence demonstrating compliance with these requirements for approval to authorities having jurisdiction after review and acceptance by qualified structural professional engineer.
- C. Qualification Statements:
  - 1. For qualified regional manufacturer.
  - 2. For structural professional engineer.
  - 3. For electrical professional engineer.
  - 4. For welder.
  - 5. For lightning protection system Installer.
  - 6. For low-voltage electrical testing agency and on-site electrical testing supervisor.
  - 7. For control-voltage electrical testing agency and on-site control-voltage testing supervisor.
  - 8. For structural testing and inspecting agency.
  - 9. For outdoor pole testing and inspecting agency.
  - 10. For luminaire photometric testing laboratory.
  - 11. For lighting testing and inspecting agency.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data:
  - 1. Provide emergency, operation, and maintenance manuals for each system, equipment, and device listed below:
    - a. Access Control System Equipment
  - 2. Include the following information:
    - a. Manufacturer's operating specifications.
    - b. User's guides for software and hardware.
    - c. Lists of spare parts, replacement components, tools, and consumable supplies recommended to be stored at Project site.
    - d. Detailed instructions covering operation under both normal and abnormal conditions.
    - e. Time-current curves for overcurrent protective devices and manufacturer's written instructions for testing and adjusting their settings.
    - f. List of load-current and overload-relay heaters with related motor nameplate data.
    - g. List of lamp types and photoelectric relays used on Project, with ANSI and manufacturers' codes.
    - h. Manufacturer's instructions for setting field-adjustable components.

- i. Manufacturer's instructions for testing, adjusting, and reprogramming microprocessor controls.
- j. Manufacturer's system checklists, maintenance schedule, and maintenance log sheets in accordance with NFPA 110.
- B. Software and Firmware Operational Documentation: Provide software and firmware operational documentation, including the following:
  - 1. Software operating and upgrade manuals.
  - 2. Names, versions, and website addresses for locations of installed software.
  - 3. Device address list.
  - 4. Printout of software application and graphic screens.
  - 5. Testing and adjusting of panic and emergency power features.
- C. Software:
  - 1. Program Software Backup: Provide USB media that is clearly and permanently labeled with attached placard on lanyard to prevent misplacement.
  - 2. Provide to Owner upgrades and unrestricted licenses for installed and backup software, including operating systems and programming tools required for operation and maintenance.

#### 1.8 QUALIFICATIONS

- A. Welder: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," with training and certification in accordance with AWS D1.1/D1.1M and AWS D1.2/D1.2M.
- B. ERMC-S-PVC Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by ERMC-S-PVC manufacturer prior to starting installation.
- C. Lightning Protection System Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired UL-Listed Installer, UL Category Control Number OWAY, credentials or unexpired LPI Master Installer credentials prior to starting installation.
- D. Low-Voltage Electrical Testing and Inspecting Agency: Entities possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.
  - 1. On-site electrical testing supervisors must have documented certification and experience with testing electrical equipment in accordance with NETA testing standards.
- E. Control-Voltage Electrical Testing Agency: Entity possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.
  - 1. On-site control-voltage testing supervisor must have BICSI Registered Communications Distribution Designer certification and documented training and experience with testing control-voltage equipment in accordance with NETA testing standards.

#### 1.9 FIELD CONDITIONS

A. Modeling, analysis, product selection, installation, and quality control for Work specified in Division 26 must comply with requirements specified in Section 260011 "Facility Performance Requirements for Electrical."

## PART 2 - PRODUCTS

#### 2.1 SUBSTITUTION LIMITATIONS FOR ELECTRICAL EQUIPMENT

- A. Substitution requests for electrical equipment will be entertained under the following conditions:
  - 1. Substitution requests may be submitted for consideration prior to the Electrical Preconstruction Conference if accompanied by value analysis data indicating that substitution will comply with Project performance requirements while significantly increasing value for Owner throughout life of facility.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF ELECTRICAL WORK

A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Architect for resolution of conflicting requirements.

#### 3.2 FIELD QUALITY CONTROL

- A. Administrant for Low-Voltage Electrical Tests and Inspections:
  - 1. Administer and perform tests and inspections.
- B. Administrant for Control-Voltage Electrical Tests and Inspections:
  - 1. Administer and perform tests and inspections.
- C. Administrant for Structural Tests and Inspections:
  - 1. Administer and perform tests and inspections.

#### 3.3 CLOSEOUT ACTIVITIES

- A. Demonstration:
  - 1. With assistance from factory-authorized service representatives, as required to demonstrate to Owner's maintenance and clerical personnel how to operate the following systems and equipment:

2. Provide video recordings of demonstrations to Owner.

## B. Training:

1. With assistance from factory-authorized service representatives, train Owner's maintenance

personnel on the following topics:

- a. Electrical power safety fundamentals refresher including arc-flash hazard safety features of electrical power distribution equipment in facility, interpreting arc-flash warning labels, selecting appropriate personal protective equipment, and understanding significance of findings documented in study report specified in Section 260573.19 "Arc-Flash Hazard Analysis."
- b. How to adjust, operate, and maintain devices specified in Section 264313 "Surge Protective Devices for Low-Voltage Electrical Power Circuits."
- c. How to adjust, operate, and maintain Temperature Controlled Enclosure.
- 2. Provide video recordings of training sessions to Owner.

## PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No separate measurement or payment shall be made for electrical identification. This work shall be considered incidental to the various electrical pay items.
- B. There is no measurement and payment associated with this section. All requirements as herein specified shall be considered incidental to the other electrical contract items included in the project.

END OF SECTION 260010

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## SECTION 260519

#### LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Copper building wire rated 600 V or less.
  - 2. Metal-clad cable, Type MC, rated 600 V or less.
  - 3. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
  - 1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
  - 2. Section 260523 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2, and 3 control cables.
  - 3. Section 271500 "Communications Horizontal Cabling" for cabling used for voice and data circuits.

#### 1.2 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

#### PART 2 - PRODUCTS

#### 2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
  - 1. Alpha Wire Company.
  - 2. American Bare Conductor.
  - 3. Belden Inc.
  - 4. General Cable Technologies Corporation.
  - 5. Okonite Company (The).
  - 6. Southwire Company.
- C. Standards:

- 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- E. Conductor Insulation:
  - 1. Type RHW-2: Comply with UL 44.
  - 2. Type USE-2: Comply with UL 854.
  - 3. Type THWN-2: Comply with UL 83.
  - 4. Type XHHW-2: Comply with UL 44.

#### 2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. Comply with UL 1569.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Circuits:
  - 1. Single circuit
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- E. Ground Conductor: Insulated.
- F. Conductor Insulation:
  - 1. Type TFN/THHN/THWN-2: Comply with UL 83.
  - 2. Type XHHW-2: Comply with UL 44.
- G. Armor: Steel/Aluminum, interlocked.
- H. Jacket: PVC applied over armor.

#### 2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
  - 1. 3M Electrical Products
  - 2. ABB, Electrical Products
  - 3. Appleton OZ/Gedney
  - 4. Hubbell, Power Products
  - 5. Ideal Industries, Inc.
  - 6. ILSCO
  - 7. NSi Industries, LLC
- C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Copper.
  - 2. Type: Two hole with long barrels.
  - 3. Termination: Crimp.

## PART 3 - EXECUTION

#### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:
  - 1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits:
  - 1. Copper, Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

# 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type XHHW-2, single conductors in raceway.
- B. Exposed Feeders: Type XHHW-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, Underground: Type XHHW-2, single conductors in raceway.

- E. Exposed Branch Circuits, Including in Crawlspaces: Type THHN/THWN-2, single conductors in raceway.
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway or Metal-clad cable, Type MC.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.

#### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

#### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch (150 mm) of slack.

#### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.

#### 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

#### PART 4 - METHOD OF MEASUREMENT

- 4.1 Cable Exterior Site shall be measured as described in L-108.
- 4.2 Cable Hangar Electrical, installed in conduit shall be paid for under this item shall be included in the lump sum cost of the hangar building.
- 4.3 No separate measurement or payment will be made for formwork necessary to install underground conduits with a neat vertical sidewall. The Contractor shall anticipate the installation of formwork.
- 4.4 No separate measurement shall be made for handling existing cable

#### PART 5 - PAYMENT

- 5.1 Payment for Cable Exterior Site will be made at the contract unit price as described in see L-108.
- 5.2 Other than the items noted above and associated with this section, as herein specified shall be considered as part to the hangar electrical contract lump sum items included in the project.
- 5.3 Payment includes all labor, materials, equipment, and other items necessary for the installation of the complete hangar building.
- 5.4 Payment will be made under:

Item ALT1-E-100Hangar Electrical (4-Units) - per lump sumItem ALT2-E-100Hangar Electrical (3-Units) - per lump sum

#### END OF SECTION 260519

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## SECTION 260526

#### GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment, plus the following special applications:
  - 1. Underground distribution grounding.
  - 2. Ground bonding common with lightning protection system.
  - 3. Foundation steel electrodes.

## 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
  - 1. Plans showing as-built, dimensioned locations of system described in "Field Quality Control" Article, including the following:
    - a. Ground rods.
    - b. Grounding arrangements and connections for separately derived systems.

#### 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Certified by NETA.

## PART 2 - PRODUCTS

#### 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

#### 2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide grounding and bonding products of one of the following (for each type of product):
  - 1. Burndy Corporation.
  - 2. Cadweld Div; Erico Products Inc.
  - 3. Crouse-Hinds Div; Cooper Industries.
  - 4. Eagle Electric Mfg Co.
  - 5. Ideal Industries, Inc.
  - 6. Joslyn Corporation.
  - 7. Okonite Company.
  - 8. OZ Gedney Div; General Signal Corp.
  - 9. Harger

#### 2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B3.
  - 2. Stranded Conductors: ASTM B8.
  - 3. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  - 4. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 5. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

#### 2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.
- I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- J. Lay-in Lug Connector: Mechanical type, aluminum / copper rated for direct burial terminal with set screw.
- K. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- L. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- M. Straps: Solid copper, cast-bronze clamp / copper lugs. Rated for 600 A.
- N. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

#### 2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel 5/8" dia. by 10 feet.
- B. Ground Plates: 1/4 inch (6 mm) thick, hot-dip galvanized.

#### PART 3 - EXECUTION

#### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.
  - 1. Bury at least 30 inches (750 mm) below grade.
- C. Conductor Terminations and Connections:
  - 1. Underground Connections: Welded connectors except at test wells and as otherwise indicated.

- 2. Connections to Ground Rods at Test Wells: Bolted connectors.
- 3. Connections to Structural Steel: Welded connectors.

#### 3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout.
- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.

#### 3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Single-phase motor and appliance branch circuits.
  - 5. Armored and metal-clad cable runs.

#### 3.4 FENCE GROUNDING

- A. Fence Grounding: Install at maximum intervals of 1500 feet (450 m) except as follows:
  - 1. Fences within 100 Feet (30 m) of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet (225 m) if grounding resistance is high.
    - a. Gates and Other Fence Openings: Ground fence on each side of opening.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet (45 m) on each side of crossing.

#### 3.5 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

## 3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections
- B. Tests and Inspections:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal and at individual ground rods. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.

- 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
  - 2. Manhole/Handhole Grounds: 10 ohms.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

#### PART 4 - METHOD OF MEASUREMENT

- 4.1 Hangar feeder cables, installed in conduit shall be measured by the number of linear feet of cable, as described in L-108.
- 4.2 Ground Rods, there is no measurement with this item. All requirements as herein specified shall be considered incidental to the other electrical contract items included in the project.
- 4.3 Other than the items noted above and associated with this section, as herein specified shall be considered as part to the hangar electrical contract lump sum items included in the project.

#### PART 5 - PAYMENT

- 5.1 Payment hangar feeder cables will be made at the contract unit price as described in see L-108.
- 5.2 Ground Rods, there is no payment associated with this item. All requirements as herein specified shall be considered incidental to the other electrical contract items included in the project.

#### END OF SECTION 260526

## SECTION 260529

#### HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Steel slotted support systems.
  - 2. Conduit and cable support devices.
  - 3. Support for conductors in vertical conduit.
  - 4. Structural steel for fabricated supports and restraints.
  - 5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
  - 6. Fabricated metal equipment support assemblies.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings For fabrication and installation details for electrical hangers and support systems.
  - 1. Hangers. Include product data for components.
  - 2. Slotted support systems.
  - 3. Equipment supports.
  - 4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
- C. Delegated-Design Submittal: For hangers and supports for electrical systems.
  - 1. Include design calculations and details of hangers.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, and coordinated with each other, using input from installers of the items involved.
- B. Welding certificates.

## 1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M.
  - 2. AWS D1.2/D1.2M.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design hanger and support system.
- B. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame Rating: Class 1.
  - 2. Self-extinguishing according to ASTM D635.

## 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch diameter holes at a maximum of 8 inches o.c. in at least one surface.
  - 1. Manufacturers: Subject to compliance with requirements, provide grounding and bonding products of one of the following (for each type of product):
    - a. ABB, Electrical Products.
    - b. B-Line, Eaton, Electrical.
    - c. Flex-Strut, Inc.
    - d. GS Metals Corp.
    - e. nVent, (CADDY).
  - 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 3. Material for Channel, Fittings, and Accessories: Stainless steel, Type 316.
  - 4. Channel Width: Selected for applicable load criteria, 1-5/8", minimum.
  - 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  - 6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
  - 7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, provide grounding and bonding products of one of the following (for each type of product):
      - 1) Hilti, Inc.
      - 2) ITW Ramset.
      - 3) MKT Fastening, LLC.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, provide grounding and bonding products of one of the following (for each type of product):
      - 1) B-Line, Eaton, Electrical
      - 2) Hilti, Inc.
      - 3) ITW Ramset.
      - 4) MKT Fastening, LLC.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325.
  - 6. Toggle Bolts: All Stainless-steel springhead type.
  - 7. Hanger Rods: Threaded steel.

## 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

#### PART 3 - EXECUTION

#### 3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  - 1. NECA 1.
  - 2. NECA 101
  - 3. NECA 102.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

#### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT and RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

- 1. To Wood: Fasten with lag screws or through bolts.
- 2. To New Concrete: Bolt to concrete inserts.
- 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
- 4. To Existing Concrete: Expansion anchor fasteners.
- 5. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
- 6. To Light Steel: Sheet metal screws.
- 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

#### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 055000 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

## PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. There is no measurement and payment associated with this section. All requirements as herein specified shall be considered incidental to the other electrical contract items included in the project.

## END OF SECTION 260529

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# SECTION 260533

#### RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Type EMT-A and Type EMT-SS raceways and elbows.
  - 2. Type EMT-S raceways and elbows.
  - 3. Type ERMC-A and Type ERMC-SS raceways, elbows, couplings, and nipples.
  - 4. Type ERMC-S raceways, elbows, couplings, and nipples.
  - 5. Type FMC-S and Type FMC-A raceways.
  - 6. Type LFMC raceways.
  - 7. Type PVC raceways and fittings.
  - 8. Fittings for conduit, tubing, and cable.
  - 9. Threaded metal joint compound.
  - 10. Solvent cements.
  - 11. Wireways and auxiliary gutters.
  - 12. Metallic outlet boxes, device boxes, and covers.
  - 13. Termination boxes.
  - 14. Cabinets, cutout boxes, junction boxes, and pull boxes.
  - 15. Cover plates for device boxes.
  - 16. Hoods for outlet boxes.
- B. Related Requirements:
  - 1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Wireways and auxiliary gutters.
  - 2. Surface metal raceways.
  - 3. Floor boxes.
  - 4. Cabinets and cutout boxes.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

# PART 2 - PRODUCTS

#### 2.1 TYPE EMT-A AND TYPE EMT-SS RACEWAYS AND ELBOWS

- A. Aluminum Electrical Metal Tubing and Elbows:
  - 1. Approved Manufacturers
    - a. Norsk Hydro ASA
    - b. Patriot Aluminum.
    - c. Atkore International
  - 2. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 797A and UL Category Control Number FJMX.
      - 2) Material: Aluminum/ Steel.
      - 3) Exterior Coating: Zinc or Alternate corrosion-resistant coating.
      - 4) Interior Coating: Zinc with organic top coating.
      - 5) Minimum Trade Size: 3/4 inch (21 mm).

# 2.2 TYPE ERMC-A AND TYPE ERMC-SS RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

- A. Aluminum Electrical Rigid Metal Conduit (ERMC-A), Elbows, Couplings, and Nipples:
  - 1. Approved Manufacturers
    - a. ABB, Electrical Products
    - b. Appleton, Emerson Electrical
    - c. Atkore International
    - d. Crouse-Hinds, Eaton.
    - e. Killark, Hubbell Inc.
    - f. Patriot Aluminum Products
    - g. Western Tube, Zekelman.
    - h. Wheatland Tub, Zekelman.
  - 2. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 6A and UL Category Control Number DYWV.
      - 2) Material: Aluminum.

- 3) Protective Coating: Provide protective coating for use in concrete, direct burial, and in severely corrosive environments.
- 4) Minimum Trade Size: 3/4 inch (21 mm).

#### 2.3 TYPE ERMC-S RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

- A. Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:
  - 1. Approved Manufacturers
    - a. Allied Tub & Conduit, Atkore International
    - b. Crouse-Hinds, Eaton.
    - c. Killark, Hubbell Inc.
    - d. Patriot Aluminum Products
    - e. Republic, Nucor, Corportation
    - f. Western Tube, Zekelman.
    - g. Wheatland Tub, Zekelman.
    - h. Or approved equal.
  - 2. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 6 and UL Category Control Number DYIX.
      - 2) Exterior Coating: Zinc.
      - 3) Interior Coating: Zinc with organic top coating.
      - 4) Minimum Trade Size: 3/4 inch (21 mm).
- B. PVC-Coated-Steel Electrical Rigid Metal Conduit (ERMC-S-PVC), Elbows, Couplings, and Nipples:
  - 1. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 6 and UL Category Control Number DYIX.
      - 2) Exterior Coating: PVC complying with NEMA RN 1.
      - 3) Interior Coating: Zinc with organic top coating.
      - 4) Fittings for PVC-Coated Conduit:
        - a) Minimum coating thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
        - b) Conduit bodies must be Form 8 with an effective seal and a positive placement feature to ease and assure proper installation. Certified results confirming seal performance at 15 psig (positive) and 25 in. of

mercury (vacuum) for 72 hours must be available. Conduit bodies must be supplied with plastic-encapsulated stainless-steel cover screws.

- c) Form 2 inch (51 mm) long or one pipe diameter long, whichever is less, PVC sleeve at openings of female fittings, except unions. Inside sleeve diameter must be matched to outside diameter of metal conduit.
- d) PVC coating on the outside of conduit couplings must be protected from tool damage during installation.
- e) Female threads on fittings and couplings must be protected by urethane coating.
- f) Fittings must be from same manufacturer as conduit.
- g) Beam clamps and U bolts must be formed and sized to fit outside diameter of coated conduit. Plastic-encapsulated nuts must cover the exposed portions of threads.
- 5) Minimum Trade Size: 3/4 inch (21 mm).
- 6) Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

# 2.4 TYPE FMC-S AND TYPE FMC-A RACEWAYS

- A. Steel Flexible Metal Conduit (FMC-S):
  - 1. Approved Manufacturers
    - a. ABB
    - b. Electri-Flex Company
    - c. Topaz Lighting & Electric.
    - d. Or approved equal.
  - 2. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standard: UL 1 and UL Category Control Number DXUZ.
      - 2) Material: Steel.
      - 3) Minimum Trade Size: 3/4 inch (21 mm).

#### 2.5 TYPE LFMC RACEWAYS

- A. Steel Liquidtight Flexible Metal Conduit (LFMC-S):
  - 1. Approved Manufacturers
    - a. ABB
    - b. McMaster Carr
    - c. Sealtite

- d. Sealcon
- e. Electri-Flex Company
- f. Or approved equal.
- 2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standard: UL 360 and UL Category Control Number DXHR.
    - 2) Material: Steel.
    - 3) Minimum Trade Size: 3/4 inch (21 mm).

# 2.6 TYPE PVC RACEWAYS AND FITTINGS

- A. Schedule 80 Rigid PVC Conduit (PVC-80) and Fittings:
  - 1. Approved Manufacturers
    - a. ABB
    - b. Calconduit; Atkore International
    - c. JM Eagle
    - d. Topaz Lighting & Electric
    - e. Or approved equal.
  - 2. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 651 and UL Category Control Number DZYR.
      - 2) Dimensional Specifications: Schedule 80.
      - 3) Minimum Trade Size: 3/4 inch (21 mm).

# 2.7 FITTINGS FOR CONDUIT, TUBING, AND CABLE

- A. Fittings for Type ERMC, Type IMC, and Type PVC Raceways:
  - 1. Approved Manufacturers
    - a. ABB
    - b. Crouse-Hinds, Eaton
    - c. O-Z / Gedney
    - d. Hubbell, inc.
    - e. Southwire
    - f. Topaz Lighting & Electric
    - g. Or approved equal.

- 2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514B and UL Category Control Number DWTT.
    - 2) Material: Steel.
    - 3) Coupling Method: Raintight compression coupling with distinctive color gland nut \ Setscrew coupling. Setscrew couplings with only single screw per conduit are unacceptable.
- B. Fittings for Type EMT Raceways:
  - 1. Approved Manufacturers
    - a. ABB
    - b. Crouse-Hinds, Eaton
    - c. O-Z / Gedney
    - d. Hubbell, Inc.
    - e. Southwire
    - f. Topaz Lighting & Electric
    - g. Or approved equal.
  - 2. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 514B and UL Category Control Number FKAV.
      - 2) Material: Steel
      - 3) Coupling Method: Setscrew coupling. Setscrew couplings with only single screw per conduit are unacceptable.
    - c. Options:
      - 1) Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
      - 2) Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.
- C. Fittings for Type LFMC Raceways:
  - 1. Approved Manufacturers
    - a. ABB
    - b. Crouse-Hinds, Eaton
    - c. McMaster Carr
    - d. Sealtite
    - e. Sealcon
    - f. O-Z / Gedney

- g. Or approved equal.
- 2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514B and UL Category Control Number DXAS.

# 2.8 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT COMPOUNDS FOR THREADED CONDUIT

- A. Approved Manufacturers
  - 1. ABB
  - 2. Crouse-Hinds, Eaton
  - 3. O-Z / Gedney
  - 4. Hubbell, Inc.
  - 5. Southwire
  - 6. Or approved equal.
- B. Applicable Standards:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and approved by authorities having jurisdiction for application to threaded conduit assemblies.
  - 2. General Characteristics:
    - a. Reference Standards: UL 2419 and UL Category Control Number FOIZ.

# 2.9 SOLVENT CEMENTS

- A. Solvent Cements for Type PVC Raceways and Fittings:
  - 1. Applicable Standards:
    - a. General Characteristics:
      - 1) Reference Standards: As recommended by conduit manufacturer in accordance with UL 514B and UL Category Control Number DWTT.
    - b. Sustainability Characteristics:

# 2.10 METALLIC OUTLET BOXES, DEVICE BOXES, AND COVERS

- A. Metallic Outlet Boxes:
  - 1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides of the back, or both, for entrance of conduit, conduit or cable fittings, or cables,

with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.

- 2. Approved Manufacturers
  - a. ABB
  - b. Crouse-Hinds, Eaton
  - c. O-Z / Gedney
  - d. Hubbell, Inc.
  - e. Legrand
  - f. Or approved equal.
- 3. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.
  - c. Options:
    - 1) Material: Cast metal.
    - 2) Cast-Metal Depth: Minimum 2.4 inch (60.3 mm).
- B. Metallic Conduit Bodies:
  - 1. Description: Means for providing access to interior of conduit or tubing system through one or more removable covers at junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
  - 2. Approved Manufacturers
    - a. ABB
    - b. Crouse-Hinds, Eaton
    - c. O-Z / Gedney
    - d. Hubbell, Inc.
    - e. Legrand
    - f. Or approved equal.
  - 3. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.
- C. Metallic Device Boxes:

- 1. Description: Box with provisions for mounting wiring device directly to box.
- 2. Approved Manufacturers
  - a. ABB
  - b. Crouse-Hinds, Eaton
  - c. O-Z / Gedney
  - d. Hubbell, Inc.
  - e. Legrand
  - f. Or approved equal.
- 3. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.
  - c. Options:
    - 1) Material: Cast metal.
    - 2) Cast-Metal Depth: minimum 1.8 inch (44.5 mm).

# 2.11 NONMETALLIC OUTLET BOXES, DEVICE BOXES, AND COVERS

- A. Nonmetallic Outlet Boxes:
  - 1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides or the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.
  - 2. Approved Manufacturers
    - a. ABB
    - b. Crouse-Hinds, Eaton
    - c. O-Z / Gedney
    - d. Hubbell, Inc.
    - e. Legrand
    - f. Or approved equal.
  - 3. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 514C and UL Category Control Number QCMZ.

- B. Nonmetallic Conduit Bodies:
  - 1. Description: Means for providing access to interior of conduit or tubing system through one or more removable covers at junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
  - 2. Approved Manufacturers
    - a. ABB
    - b. Allied Tube & Conduit
    - c. Cantex
    - d. Hubbell, Inc.
    - e. Topaz Lighting & Electric
    - f. Or approved equal.
  - 3.
  - 4. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 514C and UL Category Control Number QCMZ.

# 2.12 TERMINATION BOXES

- A. Description: Enclosure for termination base consisting of lengths of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors or both.
- B. Termination Boxes and Termination Bases for Installation on Line Side of Service Equipment:
  - 1. Approved Manufacturers
    - a. ABB
    - b. B-line, Eaton
    - c. Hoffman, nVent
    - d. Milbank Manufacturing Co.
    - e. Square D.
    - f. Or approved equal.
  - 2. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 1773 and UL Category Control Number XCKT.
      - 2) Listed and labeled for installation on line side of service equipment.
- C. Termination Boxes and Termination Bases for Installation on Load Side of Service Equipment:

- 1. Approved Manufacturers
  - a. ABB
  - b. B-line, Eaton
  - c. Hoffman, nVent
  - d. Milbank Manufacturing Co.
  - e. Square D.
  - f. Or approved equal.
- 2. Or approved equal Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 1773 and UL Category Control Number XCKT.
    - 2) Listed and labeled for installation on load side of service equipment.

# 2.13 CABINETS, CUTOUT BOXES, JUNCTION BOXES, AND PULL BOXES

- A. Exterior Temperature Controlled Enclosure (Communication Enclosure):
  - 1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.
  - 2. Approved Manufacturers
    - a. Eaton
    - b. Hoffman, nVent
    - c. Mier Products, Inc.
    - d. Milbank Manufacturing Co.
    - e. Square D.
    - f. Or approved equal.
  - 3. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL Category Control Number CYIV.
        - a) Non-Environmental Characteristics: UL 50.
        - b) Environmental Characteristics: UL 50E.
      - 2) Degree of Protection: Type 4.
      - 3) AC Unit: 2000 BTU
      - 4) Heater: 500W

- 5) Thermostats with variable controls
- 6) Malfunction switch
- 7) Enclosure: Stainless Steel,
  - a) Min. Equipment Cabinet: 24"W x 36"H x 12"D
  - b) AC/Heater unit: 10"W x 20"H x 10"D
- **B**. Exterior Equipment Junction boxes:
  - 1. Description: Enclosure provided with hinged door are or can be hung, shall include a WR, GF, duplex receptacle in enclosure.
  - 2. Approved Manufacturers
    - a. Eaton
    - b. Hoffman, nVent
    - c. Milbank Manufacturing Co.
    - d. Square D.
    - e. Or approved equal.
  - 3. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Degree of Protection: Type 4.
      - 2) Enclosure: Stainless Steel,
        - a) Min. Equipment Junction Box size: 12" W x 12"H x 6" D
        - b) OR sized as noted on plan, for equipment.
    - c.

# 2.14 COVER PLATES FOR DEVICES BOXES

- A. Metallic Cover Plates for Device Boxes:
  - 1. Approved Manufacturers
    - a. ABB
    - b. Arrow Hart
    - c. Crouse-Hinds
    - d. Eaton
    - e. Hubbell
    - f. Legrand
    - g. Leviton
    - h. O-Z / Gedney
    - i. Or approved equal.
  - 2. Applicable Standards:

- a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- b. General Characteristics:
  - 1) Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
  - 2) Wallplate-Securing Screws: Metal with head color to match wallplate finish.
- c. Options:
  - 1) Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.

#### 2.15 HOODS FOR OUTLET BOXES

- A. Extra-Duty, While-in-Use Hoods for Outlet Boxes:
  - 1. Approved Manufacturers
    - a. ABB
    - b. Arrow Hart
    - c. Leviton
    - d. Taymac
    - e. Or approved equal.
  - 2. Applicable Standards:
    - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
    - b. General Characteristics:
      - 1) Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
      - 2) Marked "Extra-Duty" in accordance with UL 514D.
      - 3) Receptacle, hood, cover plate, gaskets, and seals comply with UL 498 Supplement SA when mated with box or enclosure complying with UL 514A, UL 514C, or UL 50E.
      - 4) Mounts to box using fasteners different from wiring device.
      - 5) Provides gray, weatherproof, "while-in-use" cover.
      - 6) Manufacturer may combine nonmetallic device box with hood as extra-duty rated assembly.

# PART 3 - EXECUTION

#### 3.1 SELECTION OF RACEWAYS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Architect for resolution of conflicting requirements.
- B. Outdoors:
  - 1. Exposed Conduit: ERMC.
  - 2. Direct-Buried Conduit: PVC-80.
  - 3. Concrete-Encased Conduit Not in Trench: PVC-80.
  - 4. Concrete-Encased Conduit in Trench: PVC-80.
  - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
- C. Indoors:
  - 1. Exposed and Subject to Physical Damage: ERMC. Raceway locations include the following:
    - a. Loading docks.
    - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    - c. Mechanical rooms.
  - 2. Exposed, Not Subject to Physical Damage: ERMC or IMC.
  - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  - 4. Damp or Wet Locations: ERMC.
  - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
- D. Stub-ups to Above Recessed Ceilings: Provide EMT, IMC, or ERMC for raceways.
- E. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
  - 1. ERMC and IMC: Provide threaded type fittings unless otherwise indicated.

# 3.2 SELECTION OF BOXES AND ENCLOSURES

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
  - 1. Outdoors:
    - a. Type 4 unless otherwise indicated.

- b. Locations Exposed to Hosedown: Type 4.
- c. Locations Subject to Potential Flooding: Type 6P.
- d. Locations Aboveground Where Mechanism Must Operate When Ice Covered: Type 3S.
- e. Locations in-Ground or Exposed to Corrosive Agents: Type 4X.
- f. Locations in-Ground or Exposed to Corrosive Agents Where Mechanism Must Operate When Ice Covered: Type 3SX.
- 2. Indoors:
  - a. Type 1 unless otherwise indicated.
  - b. Damp or Dusty Locations: Type 12.

# 3.3 INSTALLATION OF RACEWAYS

- A. Installation Standards:
  - 1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Architect for resolution of conflicting requirements.
  - 2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
  - 3. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
  - 4. Comply with NECA NEIS 101 for installation of steel raceways.
  - 5. Comply with NECA NEIS 102 for installation of aluminum raceways.
  - 6. Comply with NECA NEIS 111 for installation of nonmetallic raceways.
  - 7. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
  - 8. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4 inch (35 mm) trade size and insulated throat metal bushings on 1-1/2 inch (41 mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
  - 9. Raceway Terminations at Locations Subject to Moisture or Vibration:
    - a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- B. General Requirements for Installation of Raceways:
  - 1. Complete raceway installation before starting conductor installation.
  - 2. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft. (0.6 m) above finished floor.
  - 3. Install no more than equivalent of three 90-degree bends in conduit run except for control wiring conduits, for which no more than equivalent of two 90-degree fewer bends are permitted. Support within 12 inch (300 mm) of changes in direction.

- 4. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
- 5. Install conduits parallel or perpendicular to building lines.
- 6. Support conduit within 12 inch (300 mm) of enclosures to which attached.
- 7. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
- 8. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal interior of raceways at the following points:
  - a. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - b. Where an underground service raceway enters a building or structure.
  - c. Conduit extending from interior to exterior of building.
  - d. Conduit extending into pressurized duct and equipment.
  - e. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  - f. Where otherwise required by NFPA 70.
- 9. Do not install conduits within 2 inch (50 mm) of the bottom side of a metal deck roof.
- 10. Keep raceways at least 6 inch (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- 11. Cut conduit perpendicular to the length. For conduits 2 inch (53 mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
- 12. Install pull wires in empty raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb (90 kg) tensile strength. Leave at least 12 inch (300 mm) of slack at both ends of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- C. Requirements for Installation of Specific Raceway Types:
  - 1. Types EMT-A, ERMC-A, and FMC-A:
    - a. Do not install aluminum raceways or fittings in contact with concrete or earth.
  - 2. Types ERMC:
    - a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
  - 3. Types LFMC:
    - a. Comply with NEMA RV 3. Provide a maximum of 36 inch (915 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

- 4. Type PVC:
  - a. Do not install Type PVC conduit where ambient temperature exceeds 122 deg F (50 deg C). Conductor ratings must be limited to 75 deg C except where installed in a trench outside buildings with concrete encasement, where 90 deg C conductors are permitted.
  - b. Comply with manufacturer's written instructions for solvent welding and fittings.
- D. Raceways Embedded in Slabs:
  - 1. Run raceways larger than 1 inch (27 mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place raceway close to slab support. Secure raceways to reinforcement at maximum 10 ft. (3 m) intervals.
  - 2. Arrange raceways to ensure that each is surrounded by a minimum of 2 inch (50 mm) of concrete without voids.
  - 3. Do not embed threadless fittings in concrete unless locations have been specifically approved by Architect.
- E. Raceway Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.
  - 1. ERMC-S-PVC: Provide only fittings listed for use with this type of conduit. Patch and seal joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Provide sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  - 2. EMT: Provide setscrew, steel fittings. Comply with NEMA FB 2.10.
  - 3. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.
- F. Expansion-Joint Fittings:
  - 1. Install in runs of aboveground PVC that are located where environmental temperature change may exceed 30 deg F (17 deg C) and that have straight-run length that exceeds 25 ft. (7.6 m). Install in runs of aboveground ERMC and EMT conduit that are located where environmental temperature change may exceed 100 deg F (55 deg C) and that have straight-run length that exceeds 100 ft. (30 m).
  - 2. Install type and quantity of fittings that accommodate temperature change listed for the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
    - d. Attics: 135 deg F (75 deg C) temperature change.
  - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F

(0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.

- 4. Install expansion fittings at locations where conduits cross building or structure expansion joints.
- 5. Install expansion-joint fitting with position, mounting, and piston setting selected in accordance with manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

# 3.4 INSTALLATION OF BOXES AND ENCLOSURES

- A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
- B. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to top of box unless otherwise indicated.
- C. Do not install aluminum boxes, enclosures, or fittings in contact with concrete or earth.
- D. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.

#### 3.5 EXTERIOR BOXES AND ENCLOSURES

- 1. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.
- 2. Provide gaskets for wallplates and covers.

#### 3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

#### 3.7 **PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

#### 3.8 CLEANING

A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and enclosures before installing wallplates, covers, and hoods.

# PART 4 - METHOD OF MEASUREMENT

- 4.1 Conduits Exterior Site shall be measured as described in L-110.
- 4.2 Conduit Hangar Electrical. The quantity of conduit to be paid for under this item shall be included in the lump sum cost of the hangar building.

## PART 5 - PAYMENT

- 5.1 Payment for hangar feeder conduits will be made at the contract unit price as described in see L-110.
- 5.2 Other than the items noted above and associated with this section, as herein specified shall be considered as part to the hangar electrical contract lump sum items included in the project.
- 5.3 Payment includes all labor, materials, equipment, and other items necessary for the installation of the complete hangar building.
- 5.4 Payment will be made under:

Item ALT1-E-100	Hangar Electrical (4-Units) - per lump sum
Item ALT2-E-100	Hangar Electrical (3-Units) – per lump sum

END OF SECTION 260533

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# SECTION 260553

#### IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Color and legend requirements for raceways, conductors, and warning labels and signs.
  - 2. Labels.
  - 3. Bands and tubes.
  - 4. Tapes and stencils.
  - 5. Tags.
  - 6. Signs.
  - 7. Cable ties.
  - 8. Paint for identification.
  - 9. Fasteners for labels and signs.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Delegated-Design Submittal: For arc-flash hazard study.

# PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.

#### 260553 - 1

- E. Comply with NFPA 70E requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

# 2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.
- B. Color-Coding for Phase and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
  - 1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
  - 2. Colors for 208/120-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
    - c. Phase C: Blue.
  - 3. Colors for 240-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
- C. Warning Label Colors:
  - 1. Identify system voltage with black letters on an orange background.
- D. Warning labels and signs shall include, but are not limited to, the following legends:
  - 1. Multiple Power Source Warning: "DANGER ELECTRICAL SHOCK HAZARD EQUIPMENT HAS MULTIPLE POWER SOURCES."
  - 2. Workspace Clearance Warning: "WARNING OSHA REGULATION AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
- E. Equipment Identification Labels:
  - 1. Black letters on a white field.

# 2.3 LABELS

- A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
- B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameter and that stay in place by gripping action.
- C. Self-Adhesive Wraparound Labels: preprinted, 3-mil- (0.08-mm-) thick, vinyl flexible label with acrylic pressure-sensitive adhesive.
  - 1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
- D. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
  - 1. Minimum Nominal Size:
    - a. 1-1/2 by 6 inches (37 by 150 mm) for raceway and conductors.
    - b. 3-1/2 by 5 inches (76 by 127 mm) for equipment.
    - c. As required by authorities having jurisdiction.

# 2.4 BANDS AND TUBES

- A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameters sized to suit diameter and that stay in place by gripping action.
- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameters of and shrunk to fit firmly around item being identified. Full shrink recovery occurs at a maximum of 200 deg F (93 deg C). Comply with UL 224.

# 2.5 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.
- C. Tape and Stencil: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers placed diagonally over orange background and is 12 inches (300 mm) wide. Stop stripes at legends.
- D. Underground-Line Warning Tape:

- 1. Tape:
  - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
  - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
  - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- 2. Color and Printing:
  - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
  - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE"
  - c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE"
- 3. Tag: Warning Tape:
  - a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
  - b. Width: 3 inches (75 mm).
  - c. Overall Thickness: 5 mils (0.125 mm).
  - d. Foil Core Thickness: 0.35 mil (0.00889 mm).
  - e. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
  - f. Tensile according to ASTM D882: 70 lbf (311.3 N) and 4600 psi (31.7 MPa).
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

# 2.6 TAGS

- A. Write-on Tags:
  - 1. Polyester Tags: 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment.
  - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

# 2.7 SIGNS

- A. Metal-Backed Butyrate Signs:
  - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396inch (1-mm) galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.
  - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.

- 3. Nominal Size: 10 by 14 inches (250 by 360 mm).
- B. Laminated Acrylic or Melamine Plastic Signs:
  - 1. Engraved legend.
  - 2. Thickness:
    - a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.
    - b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.
    - c. Engraved legend with black letters on white face.
    - d. Self-adhesive
    - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

# 2.8 CABLE TIES

- A. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D638: 12,000 psi (82.7 MPa).
  - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
  - 4. Color: Black.

# 2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

# PART 3 - EXECUTION

# 3.1 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.

- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- I. Vinyl Wraparound Labels:
  - 1. Secure tight to surface at a location with high visibility and accessibility.
  - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- J. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.
- K. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
- L. Self-Adhesive Labels:
  - 1. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
  - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
- M. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- N. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- O. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- P. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
  - 1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- Q. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.

- R. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- S. Underground Line Warning Tape:
  - 1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench [or concrete envelope exceeds 16 inches (400 mm) overall.
  - 2. Install underground-line warning tape for direct-buried cables and cables in raceways.
- T. Write-on Tags:
  - 1. Place in a location with high visibility and accessibility.
  - 2. Secure using UV-stabilized cable ties.
- U. Baked-Enamel Signs:
  - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
  - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.
- V. Metal-Backed Butyrate Signs:
  - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
  - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.
- W. Laminated Acrylic or Melamine Plastic Signs:
  - 1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
  - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.
- X. Cable Ties: General purpose, for attaching tags, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.

#### 3.2 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use[vinyl wraparound labels / self-adhesive vinyl tape to identify the phase.
- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive wraparound labels with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive wraparound labels with the conductor designation.
- F. Auxiliary Electrical Systems Conductor Identification: Marker tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- G. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
- H. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- I. Arc Flash Warning Labeling: Self-adhesive labels.
- J. Operating Instruction Signs: Self-adhesive labels, Laminated acrylic, or melamine plastic signs.

#### PART 4 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 There is no measurement and payment associated with this section. All requirements as herein specified shall be considered incidental to the other electrical contract items included in the project.

# END OF SECTION 260553

# SECTION 262416

# PANELBOARDS

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Distribution panelboards.
  - 2. Lighting and appliance branch-circuit panelboards.

# 1.2 DEFINITIONS

- A. MCCB: Molded-case circuit breaker.
- B. SPD: Surge protective device.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
- B. Shop Drawings: For each panelboard and related equipment.
  - 1. Include dimensioned plans, elevations, sections, and details.
  - 2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
  - 3. Detail bus configuration, current, and voltage ratings.
  - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
  - 5. Include evidence of NRTL listing for series rating of installed devices.
  - 6. Include evidence of NRTL listing for SPD as installed in panelboard.
  - 7. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
  - 8. Include wiring diagrams for power, signal, and control wiring.
  - 9. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

# 1.4 INFORMATIONAL SUBMITTALS

A. Panelboard schedules for installation in panelboards.

# 1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

## 1.6 FIELD CONDITIONS

- A. Service Conditions: NEMA PB 1, usual service conditions, as follows:
  - 1. Ambient temperatures within limits specified.
  - 2. Altitude not exceeding 6600 feet (2000 m).

#### 1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
  - 1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

# PART 2 - PRODUCTS

# 2.1 PANELBOARDS COMMON REQUIREMENTS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.
- E. Enclosures: Surface-mounted, dead-front cabinets.
  - 1. Rated for environmental conditions at installed location.
    - a. Outdoor Locations: NEMA 250, Type 3R.
  - 2. Height: 84 inches (2.13 m) maximum.
  - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
  - 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
- F. Incoming Mains Location: Bottom.
- G. Phase, Neutral, and Ground Buses: Tin-plated aluminum.
- H. Conductor Connectors: Suitable for use with conductor material and sizes.
  - 1. Material: Tin-plated aluminum.

- 2. Main and Neutral Lugs: Compression type, with a lug on the neutral bar for each pole in the panelboard.
- 3. Ground Lugs and Bus-Configured Terminators: Compression type, with a lug on the bar for each pole in the panelboard.
- I. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.
- J. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- K. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

# 2.2 PERFORMANCE REQUIREMENTS

A. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1 or Type 2.

#### 2.3 PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
  - 1. ABB.
  - 2. Eaton
  - 3. Siemens
  - 4. Square D
- B. Panelboards: NEMA PB 1, distribution type.
- C. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- D. Mains: Circuit breaker.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.
- G. Branch Overcurrent Protective Devices: Fused switches.

- H. Contactors in Main Bus: NEMA ICS 2, Class A, mechanically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.
  - 1. External Control-Power Source: 120-V branch circuit.

#### 2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
  - 1. ABB.
  - 2. Eaton
  - 3. Siemens
  - 4. Square D
- B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
  - 1. Thermal-Magnetic Circuit Breakers:
    - a. Inverse time-current element for low-level overloads.
    - b. Instantaneous magnetic trip element for short circuits.
    - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
  - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with frontmounted, field-adjustable trip setting.
  - 3. Electronic Trip Circuit Breakers:
    - a. RMS sensing.
    - b. Field-replaceable rating plug or electronic trip.
    - c. Digital display of settings, trip targets, and indicated metering displays.
    - d. Multi-button keypad to access programmable functions and monitored data.
    - e. Ten-event, trip-history log. Each trip event shall be recorded with type, phase, and magnitude of fault that caused the trip.
    - f. Integral test jack for connection to portable test set or laptop computer.
    - g. Field-Adjustable Settings:
      - 1) Instantaneous trip.
  - 4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
  - 5. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
  - 6. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
  - 7. MCCB Features and Accessories:
    - a. Standard frame sizes, trip ratings, and number of poles.
    - b. Breaker handle indicates tripped status.
    - c. UL listed for reverse connection without restrictive line or load ratings.

- d. Lugs: Compression style, suitable for number, size, trip ratings, and conductor materials.
- e. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
- f. Communication Capability: Din-rail-mounted communication module with functions and features compatible with power monitoring and control system specified in Section 260913 "Electrical Power Monitoring and Control."
- g. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.
- h. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
- i. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.
- C. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.
  - 1. Fuses and Spare-Fuse Cabinet: Comply with requirements specified in Section 262813 "Fuses."

# 2.5 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

# 2.6 ACCESSORY COMPONENTS AND FEATURES

A. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

# PART 3 - EXECUTION

# 3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install panelboards and accessories according to NEMA PB 1.1.
- C. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."

- D. Mount top of trim 84 inches above finished floor unless otherwise indicated.
- E. Mount panelboard cabinet plumb and rigid without distortion of box.
- F. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- G. Install overcurrent protective devices and controllers not already factory installed.
  - 1. Set field-adjustable, circuit-breaker trip ranges.
- H. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- I. Install filler plates in unused spaces.
- J. Stub four 1-inch (27-EMT) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-EMT) empty conduits into raised floor space or below slab not on grade.
- K. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

#### 3.2 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

#### 3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.

- 2. Test continuity of each circuit.
- C. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA ATS. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- D. Panelboards will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

#### PART 4 - METHOD OF MEASUREMENT

4.1 Main Distribution Panel (MDP) and Modifications. The quantity of conduit to be paid for under this item shall be the number of each type, measured in place, completed, and accepted by the Engineer.

The measurement of the panel will be made per each panel modified, all new breakers, and will not be separately measured and the cost will be included in the item as measured above. Hanger supports, mounting brackets and anchoring will be considered incidental to the installation.

4.2 Other than the items noted above and associated with this section, as herein specified shall be considered as part to the hangar electrical contract lump sum items included in the project.

# PART 5 - PAYMENT

- 5.1 Main Distribution Panel (MDP) and Modifications Payment will be made at the Contract unit price for all as indicated on the drawings and per this item. This price shall be full compensation for furnishing all materials, including all supports, required for securely mounting panel and as noted on plans, and for all labor, equipment, tools, and incidentals, necessary to complete this item.
- 5.2 Payment will be made under:

Item 262416.01 Main Distribution Panel (MDP) and Modifications - per Lump Sum

END OF SECTION 262416

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#### SECTION 262726

#### WIRING DEVICES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Standard-grade receptacles, 125 V, 20 A.
  - 2. GFCI receptacles, 125 V, 20 A.
  - 3. Toggle switches, 120/277 V, 20 A.
  - 4. Wall plates.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.

#### 1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

#### PART 2 - PRODUCTS

#### 2.1 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Comply with NFPA 70.
- C. RoHS compliant.
- D. Comply with NEMA WD 1.
- E. Device Color:
  - 1. Wiring Devices Connected to Normal Power System: Gray unless otherwise indicated or required by NFPA 70 or device listing.

- F. Wall Plate Color: For plastic covers, match device color.
- G. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

#### 2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A

- A. Weather-Resistant Duplex Receptacle, 125 V, 20 A:
  - 1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.
  - 2. Configuration: NEMA WD 6, Configuration 5-20R.
  - 3. Standards: Comply with UL 498.
  - 4. Marking: Listed and labeled as complying with NFPA 70, "Receptacles in Damp or Wet Locations" Article.

#### 2.3 GFCI RECEPTACLES, 125 V, 20 A

- A. Tamper- and Weather-Resistant, GFCI Duplex Receptacles, 125 V, 20 A.
  - 1. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.
  - 2. Configuration: NEMA WD 6, Configuration 5-15R.
  - 3. Type: feed through.
  - 4. Standards: Comply with UL 498 and UL 943 Class A.
  - 5. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" and "Receptacles in Damp or Wet Locations" articles.

#### 2.4 TOGGLE SWITCHES, 120/277 V, 15 A

- A. Lighted Single-Pole Switches, 120/277 V, 15 A
  - 1. Description: Handle illuminated when switch is on
  - 2. Standards: Comply with NEMA WD 1, UL 20, and FS W-S-896.

#### 2.5 WALL PLATES

- A. Single Source: Obtain wall plates from same manufacturer of wiring devices.
- B. Single and combination types shall match corresponding wiring devices.
  - 1. Plate-Securing Screws: Metal with head color to match plate finish.
  - 2. Material for Damp Locations: Cast aluminum with gasketing.
- C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weatherresistant, die-cast aluminum with lockable cover.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Device Installation:
  - 1. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
  - 2. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- C. Receptacle Orientation:
  - 1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.
- D. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- E. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

#### 3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Test Instruments: Use instruments that comply with UL 1436.
  - 2. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Receptacles:
  - 1. Line Voltage: Acceptable range is 105 to 132 V.
  - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
  - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
- C. Wiring device will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

#### PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. There is no measurement and payment associated with this section. All requirements as herein specified shall be considered incidental to the other electrical contract items included in the project.

### END OF SECTION 262726

### SECTION 262816

#### ENCLOSED SWITCHES AND CIRCUIT BREAKERS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Fusible switches
  - 2. Non-fusible switches.
  - 3. Receptacle switches.
  - 4. Molded-case circuit breakers (MCCBs).
  - 5. Molded-case switches.
  - 6. Enclosures.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
  - 1. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.
- B. Shop Drawings: For enclosed switches and circuit breakers.
  - 1. Include plans, elevations, sections, details, and attachments to other work.
  - 2. Include wiring diagrams for power, signal, and control wiring.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
- C. Field quality-control reports.

#### 1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

#### 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
  - 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

#### 1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: One year(s) from date of Substantial Completion.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
  - 1. ABB.
  - 2. Eaton.
  - 3. Siemens
  - 4. Square, D Schneider.

#### 2.2 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with NFPA 70.

#### 2.3 FUSIBLE SWITCHES

- A. Type HD, Heavy Duty:
  - 1. Single throw.
  - 2. Three pole.
  - 3. 240-V ac.
  - 4. 200 A and smaller.
  - 5. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate fuses.
  - 6. Lockable handle with capability to accept three padlocks and interlocked with cover in closed position.
- B. Accessories:
  - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  - 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
  - 4. Service-Rated Switches: Labeled for use as service equipment.

#### 2.4 NON-FUSIBLE SWITCHES

- A. Type HD, Heavy Duty, Three Pole, Double Throw, 240-V ac, 200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- B. Accessories:
  - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  - 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
  - 4. Service-Rated Switches: Labeled for use as service equipment.

#### 2.5 MOLDED-CASE CIRCUIT BREAKERS

- A. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.
- B. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.

- C. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker. Circuit breakers shall be 100 percent rated.
- D. MCCBs shall be equipped with a device for locking in the isolated position.
- E. Lugs shall be suitable for 194 deg F (90 deg C) rated wire, sized according to the 167 deg F (75 deg C) temperature rating in NFPA 70.
- F. Standards: Comply with UL 489 with interrupting capacity to comply with available fault currents.
- G. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- H. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
- I. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:
  - 1. Long- and short-time pickup levels.
  - 2. Long- and short-time time adjustments.
  - 3. Ground-fault pickup level, time delay, and I-squared t response.
- J. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less than NEMA FU 1, RK-5.
- K. Features and Accessories:
  - 1. Standard frame sizes, trip ratings, and number of poles.
  - 2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
  - 3. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
  - 4. Auxiliary Contacts: One SPDT switch with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
  - 5. Alarm Switch: One NO / NC contact that operates only when circuit breaker has tripped.

#### 2.6 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
- B. Enclosure Finish: The enclosure shall be finished with a brush finish on Type 304 stainless steel (NEMA 250 Type 4-4X stainless steel) copper-free cast aluminum alloy (NEMA 250 Types 7, 9).

- C. Conduit Entry: NEMA 250 Types 4, 4X, and 12 enclosures shall contain no knockouts. NEMA 250 Types 7 and 9 enclosures shall be provided with threaded conduit openings in both endwalls.
- D. Operating Mechanism: The circuit-breaker operating handle shall be [externally operable with the operating mechanism being an integral part of the box, not the cover] [directly operable through the front cover of the enclosure (NEMA 250 Type 1)] [directly operable through the dead front trim of the enclosure (NEMA 250 Type 3R)] [externally operable with the operating mechanism being an integral part of the cover (NEMA 250 Types 7, 9)]. The cover interlock mechanism shall have an externally operated override. The override shall not permanently disable the interlock mechanism, which shall return to the locked position once the override is released. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.
- E. Enclosures designated as NEMA 250 Type 4, 4X stainless steel, 12, or 12K shall have a dual cover interlock mechanism to prevent unintentional opening of the enclosure cover when the circuit breaker is ON and to prevent turning the circuit breaker ON when the enclosure cover is open.
- F. NEMA 250 Type 7/9 enclosures shall be furnished with a breather and drain kit to allow their use in outdoor and wet location applications.

### PART 3 - EXECUTION

#### 3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

- A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.
  - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
  - 2. Outdoor Locations: NEMA 250 Type 4X.
  - 3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
  - 4. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

#### 3.2 INSTALLATION

- A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
  - 1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
  - 2. Indicate method of providing temporary electric service.
  - 3. Do not proceed with interruption of electric service without Owner's written permission.
  - 4. Comply with NFPA 70E.

- B. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- C. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- D. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- E. Install fuses in fusible devices.
- F. Comply with NFPA 70 and NECA 1.
- G. Set field-adjustable circuit-breaker trip ranges to values indicated on the Drawings.

#### 3.3 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
  - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
  - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

#### 3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections for Switches:
  - 1. Visual and Mechanical Inspection:
    - a. Inspect physical and mechanical condition.
    - b. Inspect anchorage, alignment, grounding, and clearances.
    - c. Verify that the unit is clean.
    - d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
    - e. Verify that fuse sizes and types match the Specifications and Drawings.
    - f. Verify that each fuse has adequate mechanical support and contact integrity.
    - g. Inspect bolted electrical connections for high resistance using one of the two following methods:
      - 1) Use a low-resistance ohmmeter.
        - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.

- 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
  - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
- h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
- i. Verify correct phase barrier installation.
- j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.
- 2. Electrical Tests:
  - a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
  - b. Measure contact resistance across each switchblade fuseholder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
  - c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
  - d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
  - e. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."
- D. Tests and Inspections for Molded Case Circuit Breakers:
  - 1. Visual and Mechanical Inspection:
    - a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.
    - b. Inspect physical and mechanical condition.
    - c. Inspect anchorage, alignment, grounding, and clearances.
    - d. Verify that the unit is clean.
    - e. Operate the circuit breaker to ensure smooth operation.
    - f. Inspect bolted electrical connections for high resistance using one of the two following methods:
      - 1) Use a low-resistance ohmmeter.

- a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
- 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
  - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
- g. Inspect operating mechanism, contacts, and chutes in unsealed units.
- h. Perform adjustments for final protective device settings in accordance with the coordination study.
- 2. Electrical Tests:
  - a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
  - b. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
  - c. Perform a contact/pole resistance test. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
  - d. Perform insulation resistance tests on all control wiring with respect to ground. Applied potential shall be 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable. Test duration shall be one minute. For units with solid state components, follow manufacturer's recommendation. Insulation resistance values shall be no less than two megohms.
  - e. Determine the following by primary current injection:
    - 1) Long-time pickup and delay. Pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
    - 2) Short-time pickup and delay. Short-time pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
    - 3) Ground-fault pickup and time delay. Ground-fault pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
    - 4) Instantaneous pickup. Instantaneous pickup values shall be as specified and within manufacturer's published tolerances.

- f. Test functionality of the trip unit by means of primary current injection. Pickup values and trip characteristics shall be as specified and within manufacturer's published tolerances.
- g. Perform minimum pickup voltage tests on shunt trip and close coils in accordance with manufacturer's published data. Minimum pickup voltage of the shunt trip and close coils shall be as indicated by manufacturer.
- h. Verify correct operation of auxiliary features such as trip and pickup indicators; zone interlocking; electrical close and trip operation; trip-free, anti-pump function; and trip unit battery condition. Reset all trip logs and indicators. Investigate units that do not function as designed.
- i. Verify operation of charging mechanism. Investigate units that do not function as designed.
- 3. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- 4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports.
  - 1. Test procedures used.
  - 2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
  - 3. List deficiencies detected, remedial action taken, and observations after remedial action.

### PART 4 - METHOD OF MEASUREMENT

4.1 Other than the items noted above and associated with this section, as herein specified shall be considered as part to the hangar electrical contract lump sum items included in the project.

END OF SECTION 262816

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## SECTION 264313

#### SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes:
  - 1. Type 1 surge protective devices.
  - 2. Type 2 surge protective devices.
  - 3. Enclosures.

#### B. Related Requirements:

- 1. Section 262416 "Panelboards" for integral SPDs installed by panelboard manufacturer.
- 2. Section 262726 "Wiring Devices" for integral SPDs installed by receptacle manufacturer.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include electrical characteristics for SPDs.
  - 2. NRTL certification of compliance with UL 1449.
    - a. Tested values for VPRs.
    - b. Nominal ratings.
    - c. MCOV, type designations.
    - d. OCPD requirements.
    - e. Manufacturer's model number.
    - f. System voltage.
    - g. Modes of protection.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Sample warranty.

#### 1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

#### 1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace SPDs that fail in materials or workmanship within 10 years from date of Substantial Completion.

#### PART 2 - PRODUCTS

#### 2.1 TYPE 2 SURGE PROTECTIVE DEVICES (SPDs)

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
  - 1. ABB.
  - 2. Eaton.
  - 3. Siemens
  - 4. Square, D Schneider
  - 5. Or approved equal
- B. Standards:
  - 1. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 2.
  - 2. Comply with UL 1283.
- C. Product Options:
  - 1. Include LED indicator lights for power and protection status.
  - 2. Include internal thermal protection that disconnects the SPD before damaging internal suppressor components.
  - 3. Include NEMA ICS 5, dry Form C contacts rated at 2 A and 24 V ac for remote monitoring of protection status.
  - 4. Include surge counter.
- D. Performance Criteria:
  - 1. MCOV: Not less than 125 percent of nominal system voltage for 208Y/120 V and 120/240 V power systems.
  - 2. Peak Surge Current Rating: Minimum single-pulse surge current withstand rating per phase must not be less than 150 kA. Peak surge current rating must be arithmetic sum of the ratings of individual MOVs in a given mode.
  - 3. Protection modes and UL 1449 VPR for grounded wye circuits with 208Y/120 V, threephase, four-wire circuits must not exceed the following:
    - a. Line to Neutral700 V for 208Y/120 V.
    - b. Line to Ground: 700 V for 208Y/120 V.
    - c. Neutral to Ground: 700 V for 208Y/120 V.
    - d. Line to Line: 1200 V for 208Y/120 V.
  - 4. Protection modes and UL 1449 VPR for 240/120 V, single-phase, three-wire circuits must not exceed the following:
    - a. Line to Neutral: 700 V.
    - b. Line to Ground: 700 V.

- c. Neutral to Ground: 700 V.
- d. Line to Line: 1200 V.
- 5. SCCR: Equal or exceed 200 kA.
- 6. Inominal Rating: 20 kA.

#### 2.2 ENCLOSURES

- A. Indoor Enclosures: NEMA 250, Type 1.
- B. Outdoor Enclosures: NEMA 250, Type 4X.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Provide OCPD and disconnect for installation of SPD in accordance with UL 1449 and manufacturer's written instructions.

#### 3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Compare equipment nameplate data for compliance with Drawings and the Specifications.
  - 2. Inspect anchorage, alignment, grounding, and clearances.
- B. SPDs that do not pass tests and inspections will be considered defective.
- C. Prepare test and inspection reports.

#### 3.3 STARTUP SERVICE

- A. Complete startup checks in accordance with manufacturer's written instructions.
- B. Do not perform insulation-resistance tests of the distribution wiring equipment with SPDs installed. Disconnect SPDs before conducting insulation-resistance tests; reconnect them immediately after the testing is over.
- C. Energize SPDs after power system has been energized, stabilized, and tested.

#### 3.4 DEMONSTRATION

A. Train Owner's maintenance personnel to operate and maintain SPDs.

### PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. There is no measurement and payment associated with this section. All requirements as herein specified shall be considered incidental to the other electrical contract items included in the project.

END OF SECTION 264313

#### SECTION 265000

#### LIGHTING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Luminaires.
  - 2. Luminaire fittings.
  - 3. Electric-discharge lamp control equipment.
- B. Related Requirements:
  - 1. Section 260010 "Supplemental Requirements for Electrical" specifies additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
  - 2. Section 260519 "Low-Voltage Electrical Power Conductors and Cables" specifies wiring connections installed by this Section.
  - 3. Section 260529 "Hangers and Supports for Electrical Systems" specifies channel and angle supports installed by this Section.
  - 4. Section 260553 "Identification for Electrical Systems" specifies electrical equipment labels and warning signs installed by this Section.

#### 1.2 DEFINITIONS

- A. BUG Rating: Backlight, uplight, and glare rating for light pollution from exterior luminaires.
- B. CMH: Ceramic metal halide.
- C. Correlated Color Temperature (CCT): The absolute temperature (in kelvins) of a blackbody whose chromaticity (color quality) most nearly resembles that of the light source.
- D. Color Rendering Index (CRI): The measure of the degree of color shift objects undergo when illuminated by the light source as compared with the color of those same objects when illuminated by a reference light source. The lower the CRI of a light source, the more difficult it is to identify colors and stripes on electronic components and wiring.

#### 1.3 ACTION SUBMITTALS

- A. Product Data:
  - 1. For luminaires.

- a. Product Listing: Include copy of unexpired approval letter, on letterhead of qualified electrical testing agency, certifying product's compliance with specified listing criteria.
- b. Product Certificates: Include product certificates stating compliance with standards listed below, signed by manufacturer or fabricator.
  - 1) Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with current accreditation under National Voluntary Laboratory Accreditation Program (NVLAP) for Energy Efficient Lighting Products.
  - 2) Testing Agency Certified Data: For luminaires indicated on Lighting Fixture Schedule on Drawings, photometric data certified by qualified independent testing laboratory. Photometric data for remaining luminaires must be certified by manufacturer.
- c. Include schedule of submitted lighting products. Arrange schedule and accompanying product data in order by luminaire and lamp designations indicated on Drawings.
- d. Include battery and charger data for emergency lighting units.
- e. Include life, output (lumens, CCT, and CRI), and energy-efficiency data.
- f. Include photometric data and adjustment factors obtained from qualified laboratory tests.
- g. Include manufacturer's sample warranty language.
- 2. For luminaire fittings.
  - a. Product Listing: Include copy of unexpired approval letter, on letterhead of qualified electrical testing agency, certifying product's compliance with specified listing criteria.
  - b. Include schedule of submitted lighting products. Arrange schedule and accompanying product data in order by luminaire and lamp designations indicated on Drawings.
  - c. Include manufacturer's sample warranty language.
- B. Sustainable Design Product Data:
  - 1. For luminaires.
    - a. Energy Usage: Submit product data showing compliance with ASHRAE 90.1.
    - b. BUG Ratings: Submit product data indicating BUG ratings of all installed exterior luminaires.
    - c. Third-Party Certifications: For each product.
    - d. Third-Party Certified Life Cycle Assessment: For each product.
  - 2. For luminaire fittings.
    - a. Third-Party Certifications: For each product.
    - b. Third-Party Certified Life Cycle Assessment: For each product.
- C. Shop drawings.
- D. Field quality-control reports.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Manufacturers' published instructions.
- B. Field Reports:
  - 1. Manufacturer's field reports for field quality-control support.

#### 1.5 CLOSEOUT SUBMITTALS

A. Warranty documentation.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect exposed surface finishes on lighting equipment by applying strippable, temporary protective covering before shipping.

#### 1.7 WARRANTY FOR LUMINAIRES

- A. Special Installer Extended Warranty: Installer warrants that fabricated and installed luminaires perform in accordance with specified requirements and agrees to repair or replace products that fail to perform as specified within extended-warranty period. Warranty must convey to Owner upon acceptance of the Work.
  - 1. Extended-Warranty Period: Two years from date of Substantial Completion; full coverage for labor, materials, and equipment.
- B. Special Manufacturer Extended Warranty: Manufacturer warrants that luminaires perform in accordance with specified requirements and agrees to provide repair or replacement of products that fail to perform as specified within extended-warranty period.
  - 1. Extended-Warranty Period: Five years from date of Substantial Completion; full coverage for labor, materials, and equipment.

#### 1.8 WARRANTY FOR BATTERIES

- A. Special Manufacturer Extended Warranty for Batteries: Manufacturer warrants that batteries perform in accordance with specified requirements and agrees to provide repair or replacement of batteries that fail to perform as specified within extended-warranty period.
  - 1. Initial Extended-Warranty Period for Ni-Cd Batteries: Five years from date of Substantial Completion; full coverage for materials only, free on-board destination, freight prepaid.
  - 2. Follow-On Extended-Warranty Period for Ni-Cd Batteries: 15 years from date of Substantial Completion; prorated coverage for materials only, free on-board destination, freight prepaid.

#### PART 2 - PRODUCTS

#### 2.1 LUMINAIRES

- A. Performance Criteria:
  - 1. Regulatory Requirements:
    - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction and marked for intended location and application.
    - b. See individual product types below for listing criteria.
    - c. Marked in accordance with UL CCN HYXT, including UL 1598, for compatible power supply, installation location, and environmental conditions.
- B. Source Quality Control:
  - 1. Compile and submit product data.
  - 2. Compile and submit sustainable design product data.
  - 3. Compile and submit samples.
- C. Luminaires
  - 1. Manufacturers: Subject to compliance with requirements, provide products per schedule on plans or approved equal.
  - 2. Product Listing Criteria, LED: UL CCN IFAM; including UL 1598.
  - 3. Product Listing Criteria, Outdoor Canopy Luminaires: UL CCN IFAW; including UL 1598.
  - 4. Product Characteristics:
    - a. Openings: Doors, frames, and access panels must operate smoothly, not leak light under operating conditions, and permit re-lamping without use of tools or parts falling from enclosure.
    - b. Nominal Operating Voltage: 120 V(ac).
    - c. Ballast or Driver Location: Internal.
    - d. LED Luminaires (UL CCN IFAM):
      - 1) CCT: 3000-3500 K
  - 5. Required Product Options:
    - a. Finishes:
      - 1) Enclosure: Clear powder-coat finish.
      - 2) Reflector: Aluminum.
      - 3) Reflecting surfaces must have minimum reflectance as follows, unless otherwise indicated:
        - a) White Surfaces: 85 percent.
        - b) Specular Surfaces: 83 percent.
        - c) Diffusing Specular Surfaces: 75 percent.

- b. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1) Finish designations prefixed by AA comply with system established by Aluminum Association for designating aluminum finishes.
    - a) Chemical Finish: Etched, medium matte.
    - b) Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker), complying with AAMA 611.
  - 2) Class I, Color-Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: Medium satin.
    - a) Chemical Finish: Etched, medium matte.
    - b) Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker), complying with AAMA 611.
  - 3) Color: As indicated on plans.
  - 4) Retain "Factory-Applied Finish for Steel Luminaires" Subparagraph below when exterior luminaire material is steel that is not to be field painted and is not required to match finish of pole or support materials.
- c. EMI Filters: Factory installed to suppress conducted EMI in accordance with MIL-
- d. Stainless steel latches.
- e. Integral pressure equalizer.
- f. Photoelectric Switch: Factory-mounted integral to luminaire; listed and labeled in accordance with UL CCN WJFX, including UL 773, or in accordance with UL CCN WJCT, including UL 773A.
  - Contact Relays: Factory mounted, single throw, designed to fail in on position, and factory set to turn light unit on at 1.5 to 3 fc and off at 4.5 to 10 fc with 15 s minimum time delay. Relay must have directional lens in front of photocell to prevent artificial light sources from causing false turn-off.
    - a) Relay with locking-type receptacle must comply with NEMA C136.10.
    - b) Adjustable window slide for adjusting on-off set points.
- 6. Installation Markings:

a.

- All Luminaires (UL CCN HYXT):
  - 1) "SUITABLE FOR WET LOCATIONS."
  - 2) "SUITABLE FOR MOUNTING WITHIN 1.2 M (4 FT) OF THE
  - 3) "FOR CEILING MOUNTING ONLY."
  - 4) Marked with mounting orientation, such as "THIS END UP."
  - 5) Marked to identify voltage supply or type of branch circuit or both.
- b. LED Luminaires (UL CCN IFAM):
  - 1) "NONCOMBUSTIBLE SURFACE ONLY."

# 2) "THIS LUMINAIRE MUST BE MOUNTED OR SUPPORTED INDEPENDENTLY OF AN OUTLET BOX."

#### 2.2 LUMINAIRE FITTINGS

- A. Performance Criteria:
  - 1. Regulatory Requirements:
    - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction and marked for intended location and application.
    - b. See individual product types below for listing criteria.
- B. Source Quality Control:
  - 1. Compile and submit product data.
  - 2. Compile and submit sustainable design product data.
  - 3. Compile and submit samples.
- C. Luminaire Support Accessories:
  - 1. Product Characteristics:
    - a. Sized and rated for luminaire weight.
    - b. Capable of maintaining luminaire position after cleaning and relamping.
    - c. Capable of supporting luminaire without causing deflection of ceiling or wall.
    - d. Capable of supporting horizontal force equal to 100 percent of luminaire weight and vertical force equal to 400 percent of luminaire weight.
  - 2. Required Product Options:
    - a. Hook Hangers: Integrated assembly matched to luminaire, supply voltage, and equipment with threaded attachment, cord, and locking-type plug.
    - b. Aircraft Cables: 5/32 inch diameter aircraft cable supports adjustable to 10 ft in length.

#### 2.3 LUMINAIRE SUPPORT COMPONENTS

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports Compile and submit sustainable design product data.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Shop Drawings: Prepare and submit the following:
  - 1. Drawings, Diagrams, and Supporting Documents for Custom Luminaires:
    - a. Include plans, elevations, sections, and mounting and attachment details.
    - b. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
    - c. Include diagrams for power, signal, and control wiring.

#### 3.3 INSTALLATION OF LIGHTING

- A. Comply with manufacturer's published instructions.
- B. Comply with NECA 1.
- C. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- D. Verify LED operation in each luminaire.
- E. Fasten luminaire to structural support.
- F. Supports:
  - 1. Sized and rated for luminaire weight.
  - 2. Able to maintain luminaire position after cleaning.
  - 3. Support luminaires without causing deflection of finished surface.
  - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- G. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- H. Install luminaires level, plumb, and square with finished grade unless otherwise indicated.

- I. Coordinate layout and installation of luminaires with other construction.
- J. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.
- K. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" and Section 260533 "Raceways and Boxes for Electrical Systems" for wiring connections and wiring methods.

#### 3.4 CORROSION PREVENTION

A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

#### 3.5 FIELD QUALITY CONTROL OF LIGHTNG

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
  - 2. Verify operation of photoelectric controls.
- C. Illumination Tests:
  - 1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IES testing guide(s):
    - a. IES LM-5.
    - b. IES LM-50.
    - c. IES LM-52.
    - d. IES LM-64.
    - e. IES LM-72.
  - 2. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
- D. Luminaire will be considered defective if it does not pass tests and inspections.
- E. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.
- F. After installation, protect lighting equipment from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

#### PART 4 - METHOD OF MEASUREMENT

4.1 Other than the items noted above and associated with this section, as herein specified shall be considered as part to the hangar electrical contract lump sum items included in the project.

#### PART 5 - PAYMENT

- 5.1 Payment includes all labor, materials, equipment, and other items necessary for the installation of the complete hangar building.
- 5.2 Payment will be made under:

Item ALT1-E-100 Hangar Electrical (4-Units) - per lump sum Item ALT2-E-100 Hangar Electrical (3-Units) – per lump sum

END OF SECTION 265000

#### SECTION 310000

#### EARTHWORK BUILDING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Preparing subgrades for slabs-on-grade.
  - 2. Subbase course for buildings.
  - 3. Disposal of unsuitable material.
  - 4. Disposal of surplus suitable material, if required.

#### 1.2 DEFINITIONS

- A. The following terms shall have the meanings ascribed to them in this Article, wherever they appear in this Section.
  - 1. Earth Excavation: The removal of all surface and subsurface material not classified as rock (as defined below).
  - 2. Rock: Limestone, sandstone, shale, granite, and similar material in solid beds or masses in its original or stratified position which can be removed only by blasting operations, drilling, wedging, or use of pneumatic tools, and boulders with a volume greater than 1.0 cu yd. Concrete building foundations and concrete slabs, not indicated, with a volume greater than 1.0 cu yd shall be classified as rock.
    - a. Limestone, sandstone, shale, granite, and similar material in a broken or weathered condition which can be removed with an excavator or backhoe equipped with a bucket with ripping teeth or any other style bucket shall be classified as earth excavation.
  - 3. Subgrade Surface: Surface upon which subbase is placed.
  - 4. Subbase: Layer or layers placed between the subgrade and base course for bituminous concrete paving, or layer placed between the subgrade and a concrete pavement or walk.
  - 5. Foundation Bearing Grade: Grade/elevation at which the bottom-of-footings are constructed.
  - 6. Fill: Soil materials used to raise existing grades.
  - 7. Maximum Density: The dry unit weight in pounds per cubic foot of the soil at "Optimum Moisture Content" when determined by ASTM D 698 (Standard Proctor), or ASTM D 1557 (Modified Proctor).
  - 8. Structures: Buildings, footings, foundations, slabs or other man-made stationary features constructed above or below the ground surface.
  - 9. Unauthorized Excavation: The removal of material below required elevation indicated on the Drawings or beyond lateral dimensions indicated or specified without specific written direction by the Owner's Representative.

#### 1.3 SUBMITTALS

- A. Product Data:
  - 1. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated. Prepare separate reports for each type and application of borrow material.
    - a. Classification according to ASTM D 2487.
    - b. Laboratory compaction curve according to ASTM D 1557.
    - c. Origin of material.
    - d. Classification and laboratory compaction curve for on-site soil material, in accordance with the above requirements, when requested by the Engineer.
- B. Quality Control Submittals:
  - 1. Subbase Materials: Name and location of source and the DOT Source Number. If the material is not being taken from an approved DOT Source the results of the gradation and soundness tests performed by an ASTM certified soils laboratory will be required.
  - 2. Other Aggregates: Name and location of source and soil laboratory test results.

#### PART 1 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Free of debris, waste, frozen materials, vegetation, clay and other deleterious matter; adequately graded for satisfactory compaction.
  - 1. On-Site Material: Native soil additionally free of masses of roots, individual roots more than 18 inches long and 1/2 inch in diameter, subject to approval by the Engineer.
  - 2. Gravel Borrow: Free of rock or gravel larger than 3 inches in any dimension; NYSDOT Spec, Section 703-02.
- C. Subbase type 2 (Building): Stockpiled, sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with the gradation requirements specified below:

Sieve		Persont Dessing
Sieve Size	Size opening (mm)	Percent Passing
2 inch	50.8	100
1/4 inch	6.35	30-65
No. 40	0.425	5-40

Sieve		Percent Passing
Sieve Size	Size opening (mm)	i ercent i assing
No. 200	0.075	0-10

#### PART 3 - EXECUTION

#### 3.1 PLACING FILL AND BACKFILL

- A. Place backfill and fill materials in layers not more than 8 inches thick in loose depth unless otherwise specified. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density.
- B. Under Interior Concrete Slabs:
  - 1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
  - 2. Subbase Material: Place six inches of select granular material over subgrade surface.

#### 3.2 COMPACTION

- A. All materials:
  - 1. Compact each layer of fill and backfill for the following area classifications to the percentage of maximum density specified below and at a moisture content suitable to obtain the required densities, but at not less than three percent drier or more than two percent wetter than the optimum content as determined by ASTM D 1557 (Modified Proctor).
    - a. Concrete Slabs: 95 percent ASTM D 1557 (Modified Proctor).
  - 2. If a compacted layer fails to meet the specified percentage of maximum density, the layer will be re-compacted and retested. If compaction cannot be achieved the material/layer will be removed and replaced. No additional material may be placed over a compacted layer until the specified density is achieved

#### 3.3 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

- A. Remove from the project property and dispose of excess and unsuitable materials.
- B. Transport excess and unsuitable materials, off-site and dispose of such materials in compliance with those agencies having jurisdiction.
- 3.4 FIELD QUALITY CONTROL
  - A. Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
  - B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements. Testing agency will test compaction of soils in place according to ASTM D 1556,

ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

- 1. Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 square feet (186 square meter) or less of building slab, but in no case fewer than three tests.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

#### 3.5 METHOD OF MEASUREMENT

A. Measurement is by lump sum for building earthwork. This includes all associated excavation, backfill, and under slab subbase is to be included.

#### 3.6 BASIS OF PAYMENT

- A. Payment includes all labor, materials, equipment, and other items necessary to complete the building earthwork.
- B. Payment will be made under:

No separate payment will be made for this work. Payment will be included under the items in Section 033000.

#### END OF SECTION

# Appendix A

# AC 150/5370-2G: Operational Safety on Airports During Construction

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# Advisory Circular

**Subject:** Operational Safety on Airports During Construction

**Date:** 12/13/2017 **Initiated By:** AAS-100 AC No: 150/5370-2G Change:

#### 1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

## 2 Cancellation.

This AC cancels AC 150/5370-2F, Operational Safety on Airports during Construction, dated September 29, 2011.

## 3 Application.

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

### 4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. <u>Appendix A</u> contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

# 5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph <u>2.13.5.3</u>, NAVAIDs.

- 2. Guidance for the use of orange construction signs was added. See paragraph <u>2.18.4.2</u>, Temporary Signs.
- 3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph <u>2.22.3.4</u>, Excavations.
- 4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See <u>Figure 2-1</u> and <u>Figure 2-2</u>.
- 5. Figures have been improved and a new <u>Appendix F</u> on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and " $\leftarrow$ " keys simultaneously.

Figures in this document are schematic representations and are not to scale.

# 6 Use of Metrics.

Throughout this AC, U.S. customary units are used followed with "soft" (rounded) conversion to metric units. The U.S. customary units govern.

# 7 Where to Find this AC.

You can view a list of all ACs at <u>http://www.faa.gov/regulations\_policies/advisory\_circulars/</u>. You can view the Federal Aviation Regulations at <u>http://www.faa.gov/regulations\_policies/faa\_regulations/</u>.

# 8 Feedback on this AC.

If you have suggestions for improving this AC, you may use the <u>Advisory Circular</u> <u>Feedback</u> form at the end of this AC.

ohn R. Dermody

Director of Airport Safety and Standards

# CONTENTS

Paragraph		Page
Chapter 1. Planning an Airfield Construction Project		
1.1	Overview	
1.2	Plan for Safety	
1.3	Develop a Construction Safety and Phasing Plan (CSPP)	
1.4	Who Is Responsible for Safety During Construction?	
Chapte	er 2. Construction Safety and Phasing Plans	
2.1	Overview	
2.2	Assume Responsibility	
2.3	Submit the CSPP	
2.4	Meet CSPP Requirements	
2.5	Coordination	
2.6	Phasing	
2.7	Areas and Operations Affected by Construction Activity.	
2.8	Navigation Aid (NAVAID) Protection	
2.9	Contractor Access.	
2.10	Wildlife Management.	
2.11	Foreign Object Debris (FOD) Management.	
2.12	Hazardous Materials (HAZMAT) Management	
2.13	Notification of Construction Activities	
2.14	Inspection Requirements	
2.15	Underground Utilities.	
2.16	Penalties	
2.17	Special Conditions.	
2.18	Runway and Taxiway Visual Aids.	
2.19	Marking and Signs for Access Routes.	
2.20	Hazard Marking, Lighting and Signing.	
2.21	Work Zone Lighting for Nighttime Construction	
2.22	Protection of Runway and Taxiway Safety Areas.	
2.23	Other Limitations on Construction.	

Chapte	r 3. Guidelines for Writing a CSPP 3-1	
3.1	General Requirements	
3.2	Applicability of Subjects	
3.3	Graphical Representations	
3.4	Reference Documents	
3.5	Restrictions	
3.6	Coordination	
3.7	Phasing	
3.8	Areas and Operations Affected by Construction	
3.9	NAVAID Protection	
3.10	Contractor Access	
3.11	Wildlife Management	
3.12	FOD Management	
3.13	HAZMAT Management	
3.14	Notification of Construction Activities	
3.15	Inspection Requirements	
3.16	Underground Utilities	
3.17	Penalties	
3.18	Special Conditions	
3.19	Runway and Taxiway Visual Aids	
3.20	Marking and Signs for Access Routes	
3.21	Hazard Marking and Lighting	
3.22	Work Zone Lighting for Nighttime Construction	
3.23	Protection of Runway and Taxiway Safety Areas	
3.24	Other Limitations on Construction	
Append	lix A. Related Reading MaterialA-1	
Append	lix B. Terms and AcronymsB-1	
Appendix C. Safety and Phasing Plan ChecklistC-1		
Appendix D. Construction Project Daily Safety Inspection Checklist		
Appendix E. Sample Operational Effects TableE-1		
Appendix F. Orange Construction SignsF-1		

# FIGURES

Number	Page
Figure 2-1. Temporary Partially Closed Runway	2-9
Figure 2-2. Temporary Displaced Threshold	
Figure 2-3. Markings for a Temporarily Closed Runway	
Figure 2-4. Temporary Taxiway Closure	2-22
Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads	2-24
Figure 2-6. Lighted X in Daytime	
Figure 2-7. Lighted X at Night	
Figure 2-8. Interlocking Barricades	
Figure 2-9. Low Profile Barricades	
Figure E-1. Phase I Example	E-1
Figure E-2. Phase II Example	E-2
Figure E-3. Phase III Example	E-3
Figure F-1. Approved Sign Legends	F-1
Figure F-2. Orange Construction Sign Example 1	F-2
Figure F-3. Orange Construction Sign Example 2	F-3

# TABLES

Number	Page
Table A-1. FAA Publications	A-1
Table A-2. Code of Federal Regulation	A-3
Table B-1. Terms and Acronyms	B-1
Table C-1. CSPP Checklist	C-1
Table D-1. Potentially Hazardous Conditions	D-1
Table E-1. Operational Effects Table	E-4
Table E-2. Runway and Taxiway Edge Protection	E-6
Table E-3. Protection Prior to Runway Threshold	E-7

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#### CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

#### 1.1 **Overview.**

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

#### 1.2 **Plan for Safety.**

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

## 1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

## 1.2.2 <u>Describe Current Operations.</u>

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)<sup>1</sup> for each affected taxiway; designated approach visibility minimums;

<sup>&</sup>lt;sup>1</sup> Find Taxiway Design Group information in <u>AC 150/5300-13</u>, Airport Design.

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

#### 1.2.3 <u>Allow for Temporary Changes to Operations.</u>

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in <u>Appendix E</u>.

#### 1.2.4 <u>Take Required Measures to Revise Operations.</u>

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

## 1.2.5 <u>Manage Safety Risk.</u>

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

- 1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
- 2. Provide documents identified by the FAA as necessary to conduct SRM.
- 3. Participate in the SRM process for airport projects.
- 4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

## 1.3 Develop a Construction Safety and Phasing Plan (CSPP).

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See <u>Appendix A</u> for a list of related reading material.

## 1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph <u>1.2.5</u>).

## 1.3.2 <u>Prepare a Safety Plan Compliance Document (SPCD).</u>

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

## 1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

## 1.4 Who Is Responsible for Safety During Construction?

#### 1.4.1 <u>Establish a Safety Culture.</u>

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

#### 1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

1.4.2.1	Develop a CSPP that complies with the safety guidelines of <u>Chapter 2</u> ,
	Construction Safety and Phasing Plans, and Chapter 3, Guidelines for
	Writing a CSPP. The airport operator may develop the CSPP internally or
	have a consultant develop the CSPP for approval by the airport operator.
	For tenant sponsored projects, approve a CSPP developed by the tenant or
	its consultant.

- 1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- 1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See <u>AC 150/5370-12</u>, *Quality Management for Federally Funded Airport Construction Projects*. (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- 1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.
- 1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.
- 1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- 1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.
- 1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.
- 1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.
- 1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- 1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

- 1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.2.13 Take immediate action to resolve safety deficiencies.
- 1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.
- 1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
- 1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at <u>https://oeaaa.faa.gov/oeaaa/external/portal.jsp</u>. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
- 1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at <u>https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT\_SPONSOR\_STR</u> <u>ATEGIC\_EVENT\_SUBMISSION\_FORM.pdf</u>, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.
- 1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.
- 1.4.3 <u>Define Construction Contractor's Responsibilities.</u> The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- 1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.
- 1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- 1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- 1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.
- 1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
- 1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at <u>https://oeaaa.faa.gov/oeaaa/external/portal.jsp</u>.

- 1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.
- 1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.
- 1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

- 1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
- 2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
- 3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
- 4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
- 5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
- 7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
- 8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.
- 9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

## **CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS**

#### 2.1 **Overview.**

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

#### 2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

## 2.3 **Submit the CSPP.**

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in  $8.5 \times 11$  inch or  $11 \times 17$  inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

#### 2.3.1 <u>Submit an Outline/Draft.</u>

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

#### 2.3.2 <u>Submit a CSPP.</u>

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

#### 2.3.3 <u>Submit an SPCD.</u>

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 <u>Submit CSPP Revisions.</u>

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

#### 2.4 **Meet CSPP Requirements.**

- 2.4.1 To the extent possible, the CSPP should address the following as outlined in <u>Chapter 3</u>, <u>Guidelines for Writing a CSPP</u>. Details that cannot be determined at this stage are to be included in the SPCD.
  - 1. Coordination.
    - a. Contractor progress meetings.
    - b. Scope or schedule changes.
    - c. FAA ATO coordination.
  - 2. Phasing.
    - a. Phase elements.
    - b. Construction safety drawings.
  - 3. Areas and operations affected by the construction activity.
    - a. Identification of affected areas.
    - b. Mitigation of effects.
  - 4. Protection of navigation aids (NAVAIDs).
  - 5. Contractor access.
    - a. Location of stockpiled construction materials.
    - b. Vehicle and pedestrian operations.
  - 6. Wildlife management.
    - a. Trash.
    - b. Standing water.
    - c. Tall grass and seeds.
    - d. Poorly maintained fencing and gates.
    - e. Disruption of existing wildlife habitat.
  - 7. Foreign Object Debris (FOD) management.
  - 8. Hazardous materials (HAZMAT) management.
  - 9. Notification of construction activities.

- a. Maintenance of a list of responsible representatives/ points of contact.
- b. NOTAM.
- c. Emergency notification procedures.
- d. Coordination with ARFF Personnel.
- e. Notification to the FAA.
- 10. Inspection requirements.
  - a. Daily (or more frequent) inspections.
  - b. Final inspections.
- 11. Underground utilities.
- 12. Penalties.
- 13. Special conditions.
- 14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.
  - a. General.
  - b. Markings.
  - c. Lighting and visual NAVAIDs.
  - d. Signs, temporary, including orange construction signs, and permanent signs.
- 15. Marking and signs for access routes.
- 16. Hazard marking and lighting.
  - a. Purpose.
  - b. Equipment.
- 17. Work zone lighting for nighttime construction (if applicable).
- 18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.
  - a. Runway Safety Area (RSA).
  - b. Runway Object Free Area (ROFA).
  - c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph <u>2.22.3</u>.
  - d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph <u>2.22.4</u>.
  - e. Obstacle Free Zone (OFZ).
  - f. Runway approach/departure surfaces.
- 19. Other limitations on construction.
  - a. Prohibitions.

## b. Restrictions.

- 2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:
  - 1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
  - 2. Phasing. Discuss proposed construction schedule elements, including:
    - a. Duration of each phase.
    - b. Daily start and finish of construction, including "night only" construction.
    - c. Duration of construction activities during:
      - i. Normal runway operations.
      - ii. Closed runway operations.
      - iii. Modified runway "Aircraft Reference Code" usage.
  - 3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
  - 4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
  - 5. Contractor access. Provide the following:
    - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
    - b. Listing of individuals requiring driver training (for certificated airports and as requested).
    - c. Radio communications.
      - i. Types of radios and backup capabilities.
      - ii. Who will be monitoring radios.
      - iii. Who to contact if the ATCT cannot reach the contractor's designated person by radio.

- d. Details on how the contractor will escort material delivery vehicles.
- 6. Wildlife management. Discuss the following:
  - a. Methods and procedures to prevent wildlife attraction.
  - b. Wildlife reporting procedures.
- 7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
- 8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
- 9. Notification of construction activities. Provide the following:
  - a. Contractor points of contact.
  - b. Contractor emergency contact.
  - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
  - d. Batch plant details, including 7460-1 submittal.
- 10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
- 11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
- 12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- 13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
- 14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
  - a. Equipment and methods for covering signage and airfield lights.
  - b. Equipment and methods for temporary closure markings (paint, fabric, other).
  - c. Temporary orange construction signs.
  - d. Types of temporary Visual Guidance Slope Indicators (VGSI).
- 15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
- 16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
- 17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

- 18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
  - a. Equipment and methods for maintaining Taxiway Safety Area standards.
  - b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
  - c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- 19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

#### 2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see <u>AC 150/5370-12</u>, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

#### 2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

#### 2.5.2 <u>Scope or Schedule Changes.</u>

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

#### 2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph <u>2.13.5.3.2</u> for required FAA notification regarding FAA-owned NAVAIDs.)

## 2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

## 2.6.1 <u>Phase Elements.</u>

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

## 2.6.2 <u>Construction Safety Drawings.</u>

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

# 2.7 Areas and Operations Affected by Construction Activity.

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See <u>Appendix E</u> for an example of a table showing temporary operations versus current operations. The tables in <u>Appendix E</u> can be useful for coordination among all interested parties, including FAA Lines of Business.

## 2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

# 2.7.1.1 Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 <u>Partially Closed Runways.</u>

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See <u>Figure 2-1</u> for a desirable configuration.

2.7.1.1.2 <u>Displaced Thresholds.</u>

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See <u>Figure 2-2</u>.

- 2.7.1.2 Closing of aircraft rescue and fire fighting access routes.
- 2.7.1.3 Closing of access routes used by airport and airline support vehicles.
- 2.7.1.4 Interruption of utilities, including water supplies for fire fighting.
- 2.7.1.5 Approach/departure surfaces affected by heights of objects.
- 2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

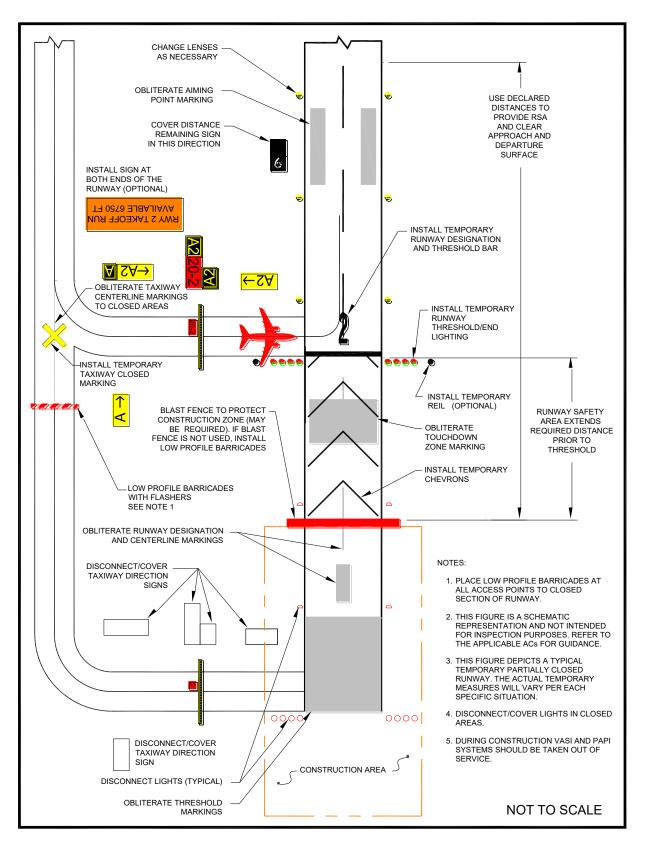


Figure 2-1. Temporary Partially Closed Runway

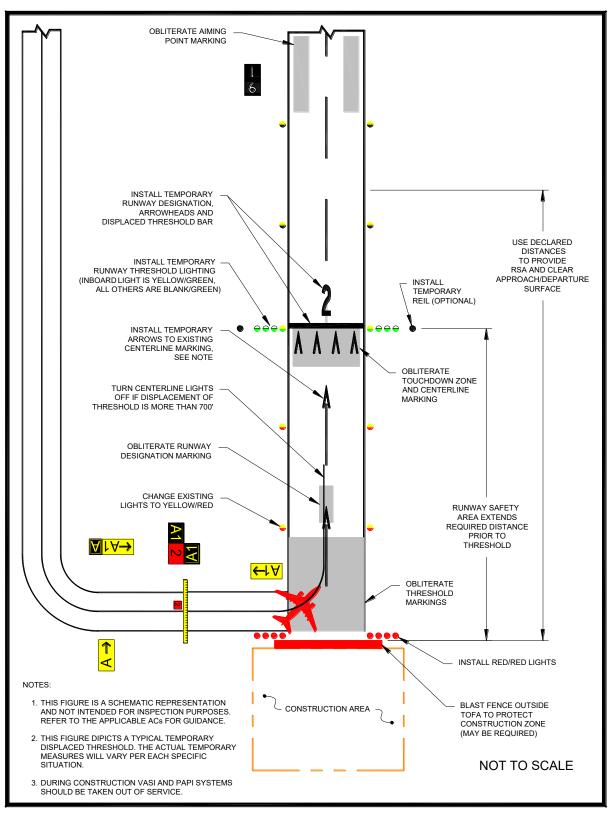


Figure 2-2. Temporary Displaced Threshold

Note: See paragraph 2.18.2.5.

#### 2.7.2 <u>Mitigation of Effects.</u>

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

- 2.7.2.1 Temporary changes to runway and/or taxi operations.
- 2.7.2.2 Detours for ARFF and other airport vehicles.
- 2.7.2.3 Maintenance of essential utilities.
- 2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

#### 2.8 Navigation Aid (NAVAID) Protection.

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the "critical area" associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

## 2.9 **Contractor Access.**

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

#### 2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph <u>2.18.2</u>.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 <u>Vehicle and Pedestrian Operations.</u>

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

#### 2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

## 2.9.2.2 Construction Equipment Parking.

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

#### 2.9.2.3 Access and Haul Roads.

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

- 2.9.2.4 Marking and lighting of vehicles in accordance with <u>AC 150/5210-5</u>, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*
- 2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.
- 2.9.2.6 Required escorts.
- 2.9.2.7 Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations. Specific training should be provided to vehicle operators, including those

providing escorts. See <u>AC 150/5210-20</u>, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.

#### 2.9.2.8 Situational Awareness.

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.

#### 2.9.2.9 **Two-Way Radio Communication Procedures.**

#### 2.9.2.9.1 <u>General.</u>

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

- 1. Airport operations
- 2. ATCT

- 3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
- 4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and "shortened" runways on the ATIS frequency.
- 2.9.2.9.2 <u>Areas Requiring Two-Way Radio Communication with the ATCT.</u> Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.
- 2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

- 2.9.2.9.4 Proper radio usage, including read back requirements.
- 2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.
- 2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at <u>http://www.faa.gov/airports/runway\_safety/publications/</u> (see "Signs & Markings Vehicle Dashboard Sticker") or obtained from the FAA Airports Regional Office.

#### 2.9.2.10 Maintenance of the secured area of the airport, including:

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR- 00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

#### 2.9.2.10.2 <u>Badging Requirements.</u>

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

## 2.10 Wildlife Management.

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See <u>AC 150/5200-33</u>, *Hazardous Wildlife Attractants On or Near Airports*, and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife*. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

#### 2.10.1 <u>Trash.</u>

Food scraps must be collected from construction personnel activity.

#### 2.10.2 Standing Water.

#### 2.10.3 <u>Tall Grass and Seeds.</u>

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in <u>AC 150/5370-10</u>, *Standards for Specifying Construction of Airports*, Item T-901, Seeding. Contact the local office of the United Sates Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

## 2.10.4 <u>Poorly Maintained Fencing and Gates.</u> See paragraph 2.9.2.10.1.

## 2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

## 2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See <u>AC 150/5210-24</u>, *Foreign Object Debris (FOD) Management*.

# 2.12 Hazardous Materials (HAZMAT) Management.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See <u>AC 150/5320-15</u>, *Management of Airport Industrial Waste*.

# 2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

## 2.13.2 <u>NOTAMs.</u>

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to <u>AC 150/5200-28</u>, *Notices to Airmen (NOTAMs) for Airport Operators*, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph <u>2.7.1.1</u> about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

## 2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

- 1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
- 2. The rerouting, blocking and restoration of emergency access routes, or
- 3. The use of hazardous materials on the airfield.

#### 2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.** 

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See <u>Appendix A</u> to download the form. Further guidance is available on the FAA web site at <u>oeaaa.faa.gov</u>.

## 2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Airports Regional or District Office. See <u>Appendix A</u> to download the form.

## 2.13.5.3 NAVAIDs.

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

#### 2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

# 2.13.5.3.2 <u>FAA Owned.</u>

- 1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
- 2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

# 2.14 **Inspection Requirements.**

## 2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in <u>Appendix D</u>, <u>Construction Project Daily Safety Inspection Checklist</u>. See also <u>AC 150/5200-18</u>, *Airport Safety Self-Inspection*. Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

## 2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

## 2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

## 2.15 Underground Utilities.

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that "One Call" or "Miss Utility" services do not include FAA ATO/Technical Operations.

#### 2.16 **Penalties.**

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

#### 2.17 Special Conditions.

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

## 2.18 **Runway and Taxiway Visual Aids.**

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

#### 2.18.1 <u>General.</u>

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

#### 2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager, airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of <u>AC 150/5340-1</u>, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph <u>2.18.2.1.2</u>.)

## 2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 <u>Permanently Closed Runways.</u>

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an  $\times$  at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted  $\times$  on a designated number will be located in the RSA of an adjacent active runway, locate the lighted  $\times$  farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow  $\times$ .

2.18.2.1.2 <u>Temporarily Closed Runways.</u>

For runways that have been temporarily closed, place an  $\times$  at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted  $\times$  on a designated number will be located in the RSA of an adjacent active runway, locate the lighted  $\times$  farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow  $\times$ . See <u>Figure 2-3</u>. See also paragraph <u>2.18.3.3</u>.

## 2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with <u>AC 150/5340-1</u>. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.



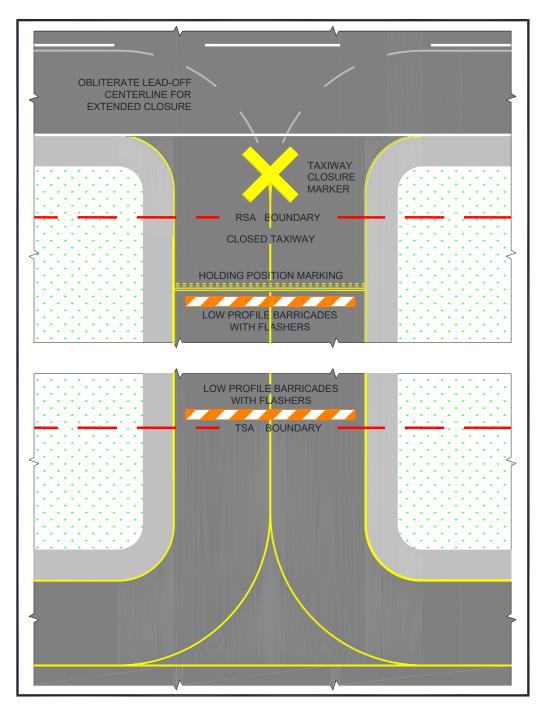
Figure 2-3. Markings for a Temporarily Closed Runway

- 1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see <u>AC 150/5340-1</u>). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-4.
- 2. Displaced Thresholds. Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See <u>AC 150/5340-1</u>. Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-2.

## 2.18.2.1.4 <u>Taxiways.</u>

1. **Permanently Closed Taxiways.** <u>AC 150/5300-13</u> *Airport Design,* notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See <u>Figure 2-4</u>.

# Figure 2-4. Temporary Taxiway Closure

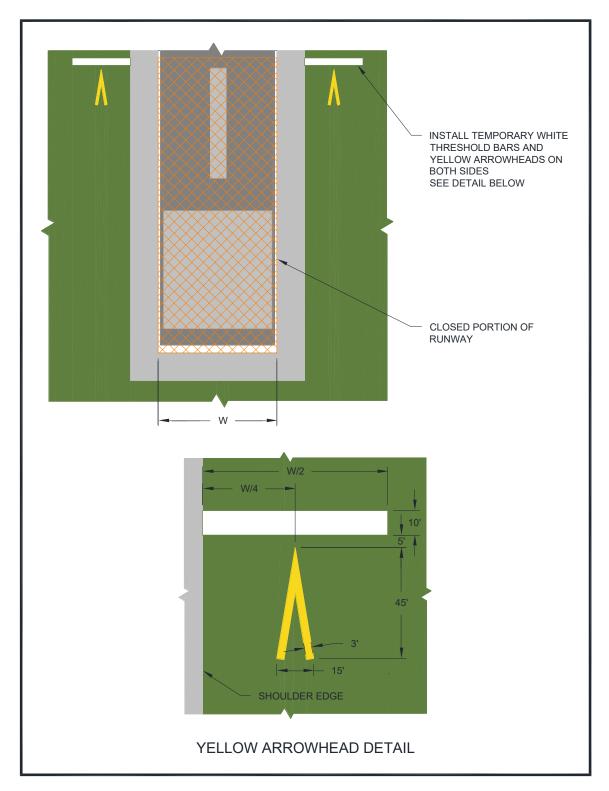


2. Temporarily Closed Taxiways. Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

## 2.18.2.1.5 <u>Temporarily Closed Airport.</u> When the airport is closed temporarily, mark all the runways as closed.

- 2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.
- 2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.
- 2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, "temporary outboard white threshold bars and yellow arrowheads", see <u>Figure 2-5</u>, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in <u>Figure 2-5</u>. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.
- 2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in <u>AC 150/5370-10</u>), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. <u>AC</u>

<u>150/5340-1</u>, *Standards for Airport Markings*, has additional guidance on temporary markings.



# Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads

#### 2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, Design and Installation Details for Airport Visual Aids, and fixture design in conformance with AC 150/5345-50, Specification for Portable Runway and Taxiway Lights. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, Maintenance of Airport Visual Aid Facilities, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

#### 2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

# 2.18.3.2 Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See <u>AC 150/5345-55</u>, *Specification for L-893*, *Lighted Visual Aid to Indicate Temporary Runway Closure*. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

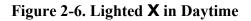




Figure 2-7. Lighted X at Night



## 2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 Partially Closed Runways.

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

#### 2.18.3.3.2 <u>Temporary Displaced Thresholds.</u>

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See <u>AC 150/5340-30</u> for details on lighting displaced thresholds. See <u>Figure 2-2</u>.

- 2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.
- 2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph <u>2.18.2.1.3</u>. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See <u>AC 150/5345-39</u>, *Specification for L-853*, *Runway and Taxiway Retroreflective Markers*.
- 2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.
- 2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in <u>AC 150/5340-30</u>. Battery powered, solar, or portable lights that meet the criteria in <u>AC 150/5345-50</u> may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

- 2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.
- 2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.
- 2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

## 2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

## 2.18.4 <u>Signs.</u>

To the extent possible, signs must be in conformance with <u>AC 150/5345-44</u>, *Specification for Runway and Taxiway Signs*, and <u>AC 150/5340-18</u>, *Standard for Airport Sign Systems*.

## 2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

#### 2.18.4.2 **Temporary Signs.**

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot "information overload," the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, Guidance for the Assembly and Installation of Temporary Orange Construction Signs. Many criteria in AC 150/5345-44, Specification for Runway and Taxiway Signs, are referenced in the Engineering Brief. Permissible sign legends are:

- 1. CONSTRUCTION AHEAD,
- 2. CONSTRUCTION ON RAMP, and
- 3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

#### 2.18.4.2.1 <u>Takeoff Run Available (TORA) signs.</u>

**Recommended:** Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in <u>Figure F-1</u>.

**Note:** See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

## 2.19 Marking and Signs for Access Routes.

The CSPP should indicate that pavement markings and signs for construction personnel will conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of <u>AC 150/5220-23</u>, *Frangible Connections*, which may require modification to size and height guidance in the MUTCD.

## 2.20 Hazard Marking, Lighting and Signing.

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

#### 2.20.2 Equipment.

## 2.20.2.1 Barricades.

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

## 2.20.2.2 Lights.

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.** Examples are "No Entry" and "No Vehicles." Be aware of the increased effects of wind and jet blast on barricades with attached signs.

#### 2.20.2.4 Air Operations Area – General.

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

#### **Figure 2-8. Interlocking Barricades**



Figure 2-9. Low Profile Barricades



# 2.20.2.5 Air Operations Area – Runway/Taxiway Intersections.

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

## 2.20.2.6 Air Operations Area – Other.

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

# 2.20.2.7 Maintenance.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

# 2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to  $\underline{AC \ 150/5370-10}$  for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

#### 2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in <u>AC 150/5300-13</u>. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph <u>2.13.5</u>) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

#### 2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see <u>AC 150/5300-13</u>). Construction activities within the existing RSA are subject to the following conditions:

- 2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See <u>AC 150/5300-13</u>). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See <u>AC 150/5300-13</u> for guidance on the use of declared distances.
- 2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
- 2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

## 2.22.1.4 Excavations.

- 2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.
- 2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

## 2.22.1.5 **Erosion Control.**

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

## 2.22.2 <u>Runway Object Free Area (ROFA).</u>

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

## 2.22.3 <u>Taxiway Safety Area (TSA).</u>

- 2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See <u>AC 150/5300-13</u>.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see <u>AC 150/5300-13</u>).
- 2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

#### 2.22.3.4 Excavations.

- 1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
- 2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
  - a. Taxiing speed is limited to 10 mph.
  - b. Appropriate NOTAMs are issued.
  - c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
  - d. Low mass, low-profile lighted barricades are installed.
  - e. Appropriate temporary orange construction signs are installed.
- 3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

#### 2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

#### 2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

- 2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.
- 2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.
- 2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:
- 2.22.4.3.1 Taxiing speed is limited to 10 mph.
- 2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.
- 2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs <u>2.18</u> and <u>2.20</u> are implemented.
- 2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph <u>2.18.4.2</u> and <u>Appendix F</u>.
- 2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
- 2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

## 2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

## 2.22.6 <u>Runway Approach/Departure Areas and Clearways.</u>

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in <u>AC 150/5300-13</u>. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

# 2.22.6.2 Caution About Partial Runway Closures.

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

# 2.22.6.3 Caution About Displaced Thresholds.

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

# 2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

#### 2.23.1 Prohibitions.

2.23.1.1	No use of tall equipment (cranes, concrete pumps, and so on) unless a
	7460-1 determination letter is issued for such equipment.

- 2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- 2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See <u>AC 150/5370-10</u>.

#### 2.23.2 <u>Restrictions.</u>

- 2.23.2.1 Construction suspension required during specific airport operations.
- 2.23.2.2 Areas that cannot be worked on simultaneously.
- 2.23.2.3 Day or night construction restrictions.
- 2.23.2.4 Seasonal construction restrictions.
- 2.23.2.5 Temporary signs not approved by the airport operator.
- 2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

#### **CHAPTER 3. GUIDELINES FOR WRITING A CSPP**

#### 3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

## 3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: "The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings." All other applicable sections should include a reference to 2.4.2.11: "ILS cables shall be identified and protected as described in 2.4.2.11" or "See 2.4.2.11 for ILS cable identification and protection requirements." Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

## 3.3 **Graphical Representations.**

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

#### 3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph <u>3.9</u>) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

#### 3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent ("as-built") features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

#### 3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from <u>AC 150/5370-12</u>. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

#### 3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph <u>3.8</u>, as appropriate.

## 3.8 Areas and Operations Affected by Construction.

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See <u>Appendix F</u> for sample operational effects tables and figures.

## 3.9 NAVAID Protection.

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph <u>3.6</u> for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph <u>3.14</u> for the issuance of NOTAMs as required. Include a reference to paragraph <u>3.16</u> for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph <u>3.19</u>. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

#### 3.10 Contractor Access.

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

#### 3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

#### 3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

#### 3.10.3 <u>Two-Way Radio Communications.</u>

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light signals, telephone numbers, others) must be included. All radio frequencies should by identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

#### 3.10.4 Airport Security.

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

#### 3.11 Wildlife Management.

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph <u>3.10</u> for security (wildlife) fence integrity maintenance as required.

## 3.12 FOD Management.

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

## 3.13 HAZMAT Management.

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph <u>3.10</u> for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, <u>AC 150/5320-15</u>.

## 3.14 Notification of Construction Activities.

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph <u>3.10</u>. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

#### 3.15 Inspection Requirements.

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

#### 3.16 Underground Utilities.

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph <u>3.14</u> for notification of utility owners of accidental utility disruption as required.

#### 3.17 **Penalties.**

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

#### 3.18 **Special Conditions.**

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph <u>3.10</u> for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph <u>3.14</u> for emergency notification of all involved parties, including police/security, ARFF, and medical services.

#### 3.19 **Runway and Taxiway Visual Aids.**

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, <u>AC 150/5340-1</u>, *Standards for Airport Markings; <u>AC 150/5340-18</u>, <i>Standards for Airport Sign Systems;* and <u>AC 150/5340-30</u>, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

## 3.20 Marking and Signs for Access Routes.

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

## 3.21 Hazard Marking and Lighting.

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

## 3.22 Work Zone Lighting for Nighttime Construction.

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

## 3.23 **Protection of Runway and Taxiway Safety Areas.**

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional "box" within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

#### 3.24 **Other Limitations on Construction.**

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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# APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at <u>http://www.faa.gov/airports/</u>.

Number	Title and Description
AC 150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
	Guidance for using the NOTAM System in airport reporting.
<u>AC 150/5200-30</u>	Airport Field Condition Assessments and Winter Operations Safety
	Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
<u>AC 150/5200-33</u>	Hazardous Wildlife Attractants On or Near Airports
	Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
<u>AC 150/5210-5</u>	Painting, Marking, and Lighting of Vehicles Used on an Airport
	Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
<u>AC 150/5210-20</u>	<i>Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports</i>
	Guidance to airport operators on developing ground vehicle operation training programs.
<u>AC 150/5300-13</u>	Airport Design
	FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
<u>AC 150/5210-24</u>	Airport Foreign Object Debris (FOD) Management
	Guidance for developing and managing an airport foreign object debris (FOD) program

# **Table A-1. FAA Publications**

Number	Title and Description
<u>AC 150/5320-15</u>	Management of Airport Industrial Waste
	Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
<u>AC 150/5340-1</u>	Standards for Airport Markings
	FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5340-18</u>	Standards for Airport Sign Systems
	FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5345-28</u>	Precision Approach Path Indicator (PAPI) Systems
	FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
<u>AC 150/5340-30</u>	Design and Installation Details for Airport Visual Aids
	Guidance and recommendations on the installation of airport visual aids.
<u>AC 150/5345-39</u>	Specification for L-853, Runway and Taxiway Retroreflective Markers
<u>AC 150/5345-44</u>	Specification for Runway and Taxiway Signs
	FAA specifications for unlighted and lighted signs for taxiways and runways.
<u>AC 150/5345-53</u>	Airport Lighting Equipment Certification Program
	Details on the Airport Lighting Equipment Certification Program (ALECP).
<u>AC 150/5345-50</u>	Specification for Portable Runway and Taxiway Lights
	FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
<u>AC 150/5345-55</u>	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure

Number	Title and Description
<u>AC 150/5370-10</u>	Standards for Specifying Construction of Airports
	Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
<u>AC 150/5370-12</u>	Quality Management for Federally Funded Airport Construction Projects
EB 93	<i>Guidance for the Assembly and Installation of Temporary Orange</i> <i>Construction Signs</i>
FAA Order 5200.11	FAA Airports (ARP) Safety Management System (SMS)
	Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	Grasses Attractive to Hazardous Wildlife
	Guidance on grass management and seed selection.
FAA Form 7460-1	Notice of Proposed Construction or Alteration
FAA Form 7480-1	Notice of Landing Area Proposal
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <u>http://www.ecfr.gov/</u>.

# Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <u>http://mutcd.fhwa.dot.gov/</u>.

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# APPENDIX B. TERMS AND ACRONYMS

# Table B-1. Terms and Acronyms

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at <a href="https://oeaaa.faa.gov">https://oeaaa.faa.gov</a> .) The form may be downloaded at <a href="https://www.faa.gov/airports/resources/forms/">https://www.faa.gov/airports/resources/forms/</a> , or filed electronically at: <a href="https://www.faa.gov">https://www.faa.gov</a> .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at <u>http://www.faa.gov/airports/resources/forms/</u> .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition				
	the authority of 14 CFR Part 139, Certification of Airports.				
CFR	Code of Federal Regulations				
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.				
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.				
CTAF	Common Traffic Advisory Frequency				
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.				
DOT	Department of Transportation				
EPA	Environmental Protection Agency				
FAA	Federal Aviation Administration				
FOD	Foreign Object Debris/Damage				
FSS	Flight Service Station				
GA	General Aviation				
HAZMAT	Hazardous Materials				
HMA	Hot Mix Asphalt				
IAP	Instrument Approach Procedures				
IFR	Instrument Flight Rules				
ILS	Instrument Landing System				
LDA	Landing Distance Available				
LOC	Localizer antenna array				
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).				
MSDS	Material Safety Data Sheet				
MUTCD	Manual on Uniform Traffic Control Devices				
NAVAID	Navigation Aid				
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.				
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.				

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See <u>AC 150/5300-13</u> for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to <u>AC 150/5300-13</u> for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with <u>AC 150/5300-13</u> .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with <u>AC 150/5300-13</u> .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See <u>AC 150/5300-13</u> for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

## APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to <u>Chapter 2</u>. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Ge	neral Considera	tions			-
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>				
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>				
Scheduling of the construction phases is properly addressed.	<u>2.6</u>				
Any formal agreements are established.	<u>2.5.3</u>				
Areas and Operation	ons Affected by (	Construction	Activity		
Drawings showing affected areas are included.	<u>2.7.1</u>				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>				
Access routes used by ARFF vehicles affected by the project are addressed.	2.7.1.2				
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>				
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>				

#### Table C-1. CSPP Checklist

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>				
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>				
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>				
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>				
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>				
	NAVAIDs	• •			
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>				
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	<u>2.8</u>				
Protection of NAVAID facilities is addressed.	<u>2.8</u>				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1,</u> <u>2.13.5.3.1,</u> <u>2.18.1</u>				
	Contractor Acces	S		1	
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>				

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>				
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>				
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>				
Construction site parking is addressed.	<u>2.9.2.1</u>				
Construction equipment parking is addressed.	<u>2.9.2.2</u>				
Access and haul roads are addressed.	<u>2.9.2.3</u>				
A requirement for marking and lighting of vehicles to comply with <u>AC 150/5210-5</u> , <i>Painting, Marking</i> <i>and Lighting of Vehicles Used on an</i> <i>Airport,</i> is included.	<u>2.9.2.4</u>				
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>				
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>				
Two-way radio communications procedures are described.	<u>2.9.2.9</u>				
Maintenance of the secured area of the airport is addressed.	2.9.2.10				
W	Vildlife Managemo	ent			
The airport operator's wildlife management procedures are addressed.	2.10				

Coordination	Reference	Addressed?			Remarks			
		Yes	No	NA				
Foreign Object Debris Management								
The airport operator's FOD management procedures are addressed.	<u>2.11</u>							
Hazardous Materials Management								
The airport operator's hazardous materials management procedures are addressed.	2.12							
Notificatio	on of Construction	n Activities						
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>							
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>							
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>							
A list of ATCT managers on duty is included.	<u>2.13.1</u>							
A list of authorized representatives to the OCC is included.	2.13.2							
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2,</u> <u>2.18.3.3.9</u>							
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>							
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>							

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	2.13.5				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>				
Ins	pection Requirem	ients		1	
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>				
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>				
U	nderground Utilit	ties			
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>				
	Penalties				
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>				
	<b>Special Condition</b>	IS		1	
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	2.17				
Runway and Taxiway Visual Aid	s - Marking, Ligh	nting, Signs,	and Visu	ual NA	VAIDs
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3,</u> <u>2.18.4.2,</u> <u>2.20.2.4</u>				

Coordination	Reference	Addressed?			Remarks	
		Yes	No	NA	-	
The requirement for markings to be in compliance with <u>AC 150/5340-1</u> , <i>Standards for Airport Markings</i> , is specified.	2.18.2					
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>					
The requirement for lighting to conform to <u>AC 150/5340-30</u> , Design and Installation Details for Airport Visual Aids; <u>AC 150/5345-50</u> , Specification for Portable Runway and Taxiway Lights; and <u>AC</u> <u>150/5345-53</u> , Airport Lighting Certification Program, is specified.	<u>2.18.3</u>					
The use of a lighted $\times$ is specified where appropriate.	<u>2.18.2.1.2,</u> <u>2.18.3.2</u>					
The requirement for signs to conform to <u>AC 150/5345-44</u> , <i>Specification for</i> <i>Runway and Taxiway Signs;</i> AC 50/5340-18, <i>Standards for Airport</i> <i>Sign Systems;</i> and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification</i> <i>Program</i> , is specified.	<u>2.18.4</u>					
Marking a	and Signs For Ac	cess Routes				
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>					
Hazard Marking and Lighting						
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>					

Coordination	Reference	Addressed	?		Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>				
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>				
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>				
Markings for temporary closures are specified.	<u>2.20.2.5</u>				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>				

Coordination	Reference	Addressed	?		Remarks
		Yes	No	NA	
Work Zone Lig	hting for Nightti	me Construc	tion		
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>				
Protection of R	unway and Taxiv	way Safety A	reas		
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1</u> , <u>2.22.3.1</u>				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2,</u> <u>2.22.3.2</u>				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>				
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>				

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>				
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>				
Other Li	imitations on Cor	struction			
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>				

# APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

## **Table D-1. Potentially Hazardous Conditions**

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

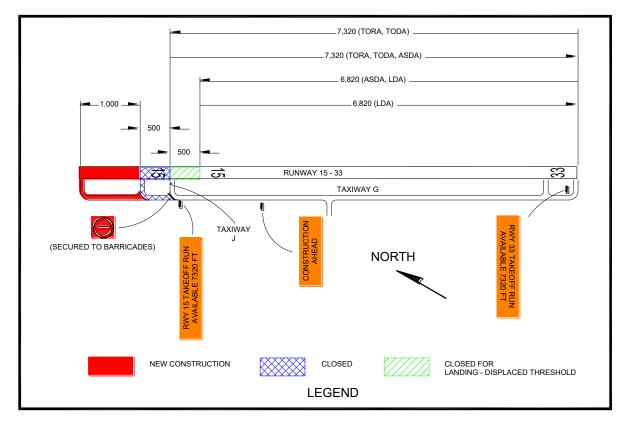
Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

## APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

#### E.1 **Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

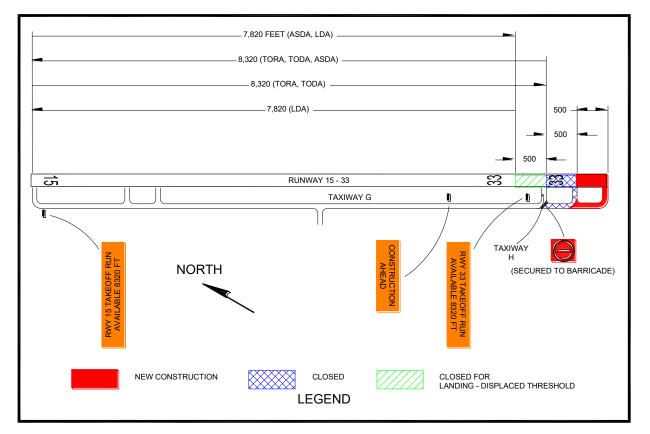
E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.



# Figure E-1. Phase I Example

- **Note 1:** Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.
- Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

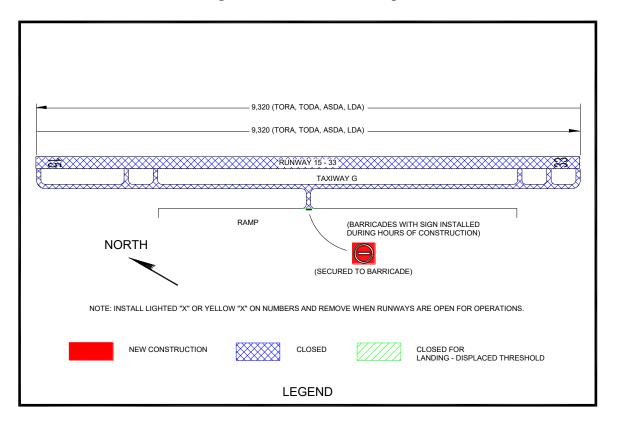
E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.



# Figure E-2. Phase II Example

- **Note 1:** Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.
- Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.



# Figure E-3. Phase III Example

Project	Runway 15-33 Extension and Repaving				
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway	
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope	
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service	
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)	
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day	
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day	
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV	
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile	
Runway 33 Approach Visibility Minimums	<sup>3</sup> ⁄4 mile	<sup>3</sup> ⁄4 mile	<sup>3</sup> ⁄4 mile	1 mile	

# Table E-1. Operational Effects Table

**Note:** Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Proje	ct		Runway 15-33 Extension and Repaving				
Phas			Phase II: Extend Runway 33 End	Phase III: Repave Runway			
Runway 15	TORA	7,820	7,320	8,320	9,320		
Declared Distances	TODA	7,820	7,320	8,320	9,320		
	ASDA	7,820	7,320	7,820	9,320		
	LDA	7,820	6,820	7,820	9,320		
Runway 33	TORA	7,820	7,320	8,320	9,320		
Declared Distances	TODA	7,820	7,320	8,320	9,320		
	ASDA	8,320	6,820 8,320		9,320		
	LDA	7,820	6,820	7,820	9,320		
Runway 15		LOC only	LOC only	LOC only	LOC only		
Appro	ach	RNAV	RNAV	RNAV	RNAV		
Procedu	ures	VOR	VOR	VOR	VOR		
Runwa	y 33	ILS	ILS	ILS	LOC only		
Appro		RNAV	RNAV	RNAV	RNAV		
Procedu	ures	VOR	VOR	VOR	VOR		
Runwa NAVA		LOC	LOC	LOC	LOC		
Runwa NAVA		ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR		
Taxiway (	G ADG	IV	III	IV	IV		
Taxiway (	G TDG	4	4	4	4		
ATCT (hou	rs open)	24 hours	24 hours	24 hours	0500 - 2000		
ARFF I	ndex	D	D	D	D		

Project	Runway 15-33 Extension and Repaving				
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway	
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base	
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide	
				slope OTS.	

**Note:** This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2	Runway	and	Taxiway	Edge	Protection
-----------	--------	-----	---------	------	------------

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

\*See <u>AC 150/5300-13</u> to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Threshold	Distance to I Based on proach Slope*
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1

# Table E-3. Protection Prior to Runway Threshold

\*See <u>AC 150/5300-13</u> to complete the chart for a specific runway.

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**APPENDIX F. ORANGE CONSTRUCTION SIGNS** 

Figure F-1. Approved Sign Legends

# CONSTRUCTION AHEAD

CONSTRUCTION ON RAMP

# RWY 4L TAKEOFF RUN AVAILABLE 9,780 FT

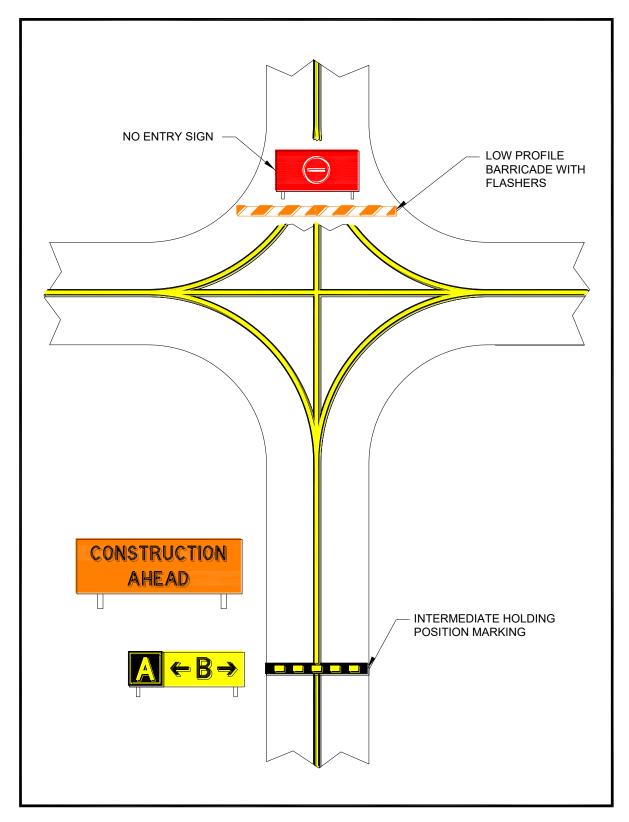


Figure F-2. Orange Construction Sign Example 1

**Note:** For proper placement of signs, refer to EB 93.

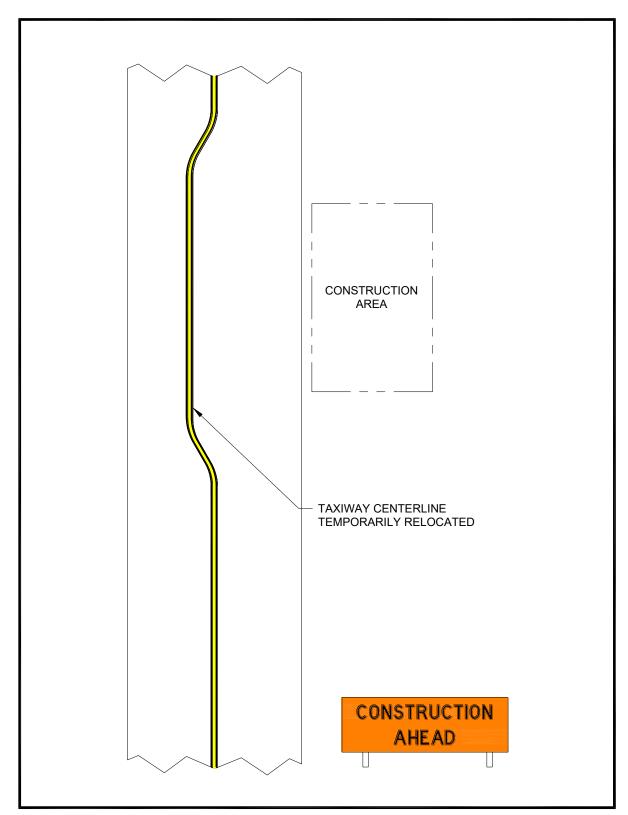


Figure F-3. Orange Construction Sign Example 2

**Note:** For proper placement of signs, refer to EB 93.

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# **Advisory Circular Feedback**

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subj	ject: AC 150/5370-2G	Date:			
Plea	use check all appropriate line ite	ems:			
	An error (procedural or typogr	raphical) has been noted in paragrap	oted in paragraph on page		
		on page			
	In a future change to this AC, (Briefly describe what you want of	please cover the following subject: added.)			
	Other comments:				
	I would like to discuss the abo	ve. Please contact me at (phone nu	mber, email address).		
Subi	mitted by:	Date:			

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# Appendix B

**Construction Safety & Phasing Plan** 

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# CONSTRUCTION SAFETY & PHASING PLAN CONSTRUCT 4-UNIT HANGARS

FAA AIP No. 3-09-0012-xxx-2024 FAA BIL/AIG No. 3-09-0012-xxx-2024

Meriden-Markham Municipal Airport City of Meriden, Connecticut



**PREPARED BY:** 



ALBANY, NEW YORK

March 2024

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# **Table of Contents**

СО	INSTRUCTION SAFETY AND PHASING PLAN (CSPP)	2
1.	SCOPE OF WORK AND PROJECT COORDINATION	
2.	PHASING	2
3.	AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY	2
4.	NAVIGATION AID (NAVAID) PROTECTION	3
5.	CONTRACTOR ACCESS	3
6.	WILDLIFE MANAGEMENT	5
7.	FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT	
8.	HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT	6
9.	NOTIFICATION OF CONSTRUCTION ACTIVITIES	
10.	INSPECTION REQUIREMENTS	7
11.	UNDERGROUND UTILITIES	7
	PENALTIES	
	SPECIAL CONDITIONS	
	RUNWAY AND TAXIWAY VISUAL AIDS	
15.	MARKING AND SIGNS FOR ACCESS ROUTES	8
16.	HAZARD MARKING AND LIGHTING	8
17.	PROTECTION OF RUNWAY/TAXIWAY SAFETY AREAS AND OBJECT FREE AREAS	8
18.	OTHER LIMITATIONS ON CONSTRUCTION	9

# APPENDICES

APPENDIX A – CONSTRUCTION SAFETY AND PHASING PLAN APPENDIX B – EMERGENCY CONTACT LIST APPENDIX C - SPCD – OUTLINE FOR CONTRACTOR'S SAFETY PLAN COMPLIANCE DOCUMENT

# CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

The contractor shall submit to the engineer within 5 days after AWARD of the contract a written Safety Plan Compliance Document (SPCD) prepared in accordance with the guidance specified in FAA Advisory Circular AC 150/5370-2G, which can be located online at:

https://www.faa.gov/documentLibrary/media/Advisory\_Circular/150-5370-2G.pdf

The SPCD shall detail how the contractor will comply with the Construction Safety and Phasing Plan included herein, and as shown on the project drawings and in the specifications. The SPCD will specifically identify the precautions the contractor proposes for the control of vehicle traffic including flaggers, signs, escorts, and any other measures proposed. No work shall start until this SPCD is approved by the Meriden-Markham Municipal Airport (Airport) and Engineer.

# 1. SCOPE OF WORK AND PROJECT COORDINATION

The Meriden-Markham Municipal Airport proposes to construct a 4-unit box hangar to the south of Hangar I and adjacent to Hangar Taxilane East. This area is mostly level and roughly at the finish floor elevation of the new hangar, therefore only requiring minor grading and drainage. Electrical conduit will connect to the main distribution panel behind Hangar F and run south to the proposed hangar location. The 4-unit hangar will be 168' long by 34' wide. Each unit will have a clear door opening of 41'6" x 12'0" to accommodate typical single engine aircraft.

A pre-construction meeting will be held prior to the start of construction. During the preconstruction meeting, weekly construction meetings will be scheduled to take place for the duration of the project.

If alterations occur which require revisions to the CSPP, the CSPP will be updated. Revisions will be shown clearly with clouds and/or identified in "red" print and the document will be resubmitted/ uploaded to the OE/AAA file number.

Prior to construction, coordination is required with FAA ATO and FAA Tech OPS. The airport manager shall submit NOTAMs and provide additional coordination if instructed by the preapproved 7460 determination.

Once the proposed project has been advertised for bid, the Airport Manager will begin notifying airport users of the project. This is typically accomplished at commission meetings, by hanging posters at the terminal building and by posts on the airport website. The Airport Manager will also coordinate directly with tenants who are immediately adjacent to the construction area. No relocations or major impacts to tenants are anticipated.

# 2. PHASING

The project will involve one (1) phase of construction and is depicted in greater detail on the



Construction Safety and Phasing Plan attached in Appendix A.

Phase 1 includes minor grading and drainage, installation of footings, frost walls and floor slab and, erection of the hangar, electrical hook ups, hangar door installation and apron construction (paving to be done by the City of Meriden DPW).

Any changes to the project's scope and schedule will be discussed at the weekly project meetings. This information will be communicated to all affected parties through distribution of the project meeting minutes.

Any change to the project phasing as shown on the approved CSPP will require review by the FAA.

## 3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

The area of operation affected by construction is the south half of Hangar H and Hangar Taxilane East.

Primary construction site access will be through the double swing gate off Hanover Street located just north of the solar arrays. The contractor will utilize the turf area inside the fence line for construction personnel parking, equipment, and material staging.

Construction Activity shall be limited to these boundaries and shall attempt to minimize the effects of tracking mud onto the airport pavement and the public roadways. All pavements will be required to be returned to pre-construction or better condition.

The work zone will be delineated with low-profile, water-ballasted, lighted safety barricades attached with flashing red beacons in accordance with AC 150/5370-2G, Operational Safety on Airports during Construction separating the work zone from parked and taxiing aircraft. The project is being monitored by a part-time RPR who will inspect the site for potential safety concerns.

# 4. NAVIGATION AID (NAVAID) PROTECTION

No Navigational Aids are planned to be interrupted or altered as part of this project.

# 5. CONTRACTOR ACCESS

The Contractor is required to comply with all airport safety and security measures, as outlined in the Contract Documents or as directed by the Engineer or Airport. In addition, the Contractor is required to follow the latest version of FAA Advisory Circular 150/5370-2G, with respect to safety requirements as well as any other requirements set forth by the Airport.

The Contractor will have a designated staging aera located to the north of the double swing gate near the solar array. Equipment and material shall not be stored within 10' of the security fence. The haul route and staging area are shown on the Construction Safety and Phasing Plan in Appendix A.



Prior to the start of the project, the Contractor and supervisory personnel shall attend a preconstruction meeting to discuss safety when operating and working within the limits of the Air Operations Area (AOA).

All construction personnel accessing the work site shall have completed a minimum 10-hour OSHA training, shall be wearing properly approved safety equipment, and shall be knowledgeable of working within the limits of an active airfield.

Prior to the start of every work shift, the Contractor, RPR, and all construction personnel shall meet to discuss safety during the upcoming shift.

The Contractor shall assign a security point of contact for the project. This responsible person shall monitor radio transmissions and shall remain on-site at all times during work. This person shall also keep a list of all persons working on the site during a shift and designate a point where all employees are to meet in the case of an emergency evacuation.

The Contractor shall provide a safety officer familiar with airport safety to monitor construction activities to ensure the Contractor adheres to all requirements established by the plan and specifications, as well as the requirements of the FAA, Airport, and any other applicable agencies.

The Contractor shall also provide a point of contact who can be contacted at any time throughout the course of the project and who is capable of providing an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.

The Contractor and their employees should be aware of, and cooperate with, the heightened security at the airport and report anything suspicious to the appropriate authorities.

The contractor shall maintain airport security during construction when access points are created in the security fencing and at gate locations. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people.

For deliveries of equipment or materials that must access work areas via airside moment areas, prior approval must be secured from the Airport and RPR.

#### Location of Stockpiled Construction Material

Material stockpiles will be limited to the designated contractor staging area.

Disposal of surplus and unsuitable excavation shall be hauled off site or hauled to areas designated and approved for disposal by the RPR and/or Airport.

#### Location of Construction Site Parking/Access and Haul Roads

Contractor employees shall park their personal vehicles within the contractor staging area or a designated contractor personnel parking area.

The designated haul routes for this project are shown on the appended Construction Safety and Phasing Plan. The haul routes are subject to approval by the Airport and to possible change based on operational factors.

#### Vehicle Identification

- Each vehicle shall have the Contractor's name clearly identified on both sides of the vehicle.
- All vehicles and construction equipment entering the airfield shall be equipped with an amber flashing beacon and/or a 3-foot square flag consisting of international orange and white squares in full view above the vehicle.

#### Radio Communications

While working within the AOA, the Contractor shall:

- Monitor aircraft traffic on frequencies <u>CTAF/UNICOM 123.05</u> using a VHF radio capable of transmitting and receiving FAA frequencies.
- Maintain contact between construction vehicles, RPR and the Airport Manager either by radio on a dedicated construction frequency or via mobile telephones.

#### 6. WILDLIFE MANAGEMENT

The Contractor shall report all wildlife activity that may impact operations to the Airport and RPR, should the need arise.

The Contractor shall keep the construction site and staging areas free from standing water and tall grass. The Contractor shall be aware low quality seed mixtures can contain seeds of plants that attract large wildlife and should be avoided.

All food brought on site shall be placed in closed containers. In addition, trash must be properly disposed to prevent attraction from wildlife. Stockpiled materials shall also be monitored closely for wildlife activity.

# 7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

#### Dust and foreign debris control

The Contractor shall maintain a vacuum sweeper and water truck on-site to control dust and foreign object debris.

All paved haul/access roads shall be kept clean to prevent the accumulation of dirt, mud, and the generation of dust by sweeping, washing or other methods as directed by the RPR. Unpaved haul roads shall be maintained by blading and filling as directed by the RPR and dust shall be controlled at all times. Prior to the commencement of the work, contractor personnel shall attend



a Foreign Object Debris (FOD) briefing to understand and comply with Airport requirements.

#### 8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

Hazardous materials are not anticipated on the project; however, the Contractor will be required to submit a safety plan, which details how the company handles hazardous materials, should the need arise.

If fuel spills occur on site, from the refueling of equipment, the contractor shall have a spill kit and procedures in place to notify the Airport and local fire department.

#### 9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

The following are the primary points of contact:

<u>Party</u>	Contact Telephone
Airport Manager (Constance Castillo)	(203) 630-2878
FAA System Support Center	(860) 386-3403
FAA Tech Ops	(860) 386-3404
Stantec Consulting Services (Pete Enzien)	(518) 423-8863
Call Before You Dig	(800) 922-4455

At a minimum, the contact information for the following entities will be included on the emergency contact list, which will be attached to the CSPP once a Contractor has been selected:

Airport Manager Connecticut State Police Meriden Police Department Meriden Fire Department Local Hospital Stantec Project Manager Stantec RPR Contractor's Safety Officer Contractor's Project Manager Contractor's Site Superintendent FAA Regional Operations Center (24/7)

In the case of an emergency, the contractor shall first call 911 and then notify the Airport and resident engineer.

#### Notice to Airmen (NOTAM) procedure

A Notice to Airmen (NOTAM) will be published by the Airport Manager with 48 hours prior notice from the Contractor.

The FAA shall be notified if any changes to equipment heights are proposed which exceed the limits of filed 7460 determinations or affect the Part 77 navigable airspace, including all crane work. Notifications shall be done through the FAA's OE/AAA website. FAA Tech Ops shall be



notified prior to work near or around any FAA owned equipment, utilities, or cables.

#### **10.** INSPECTION REQUIREMENTS

The Contractor is responsible for quality control inspection of his/her own work and safety requirements. The RPR will represent the Airport providing part-time construction oversight and will require the Contractor to adhere to the Contract Documents, which will include all requirements contained in the Construction Safety and Phasing Plan. Inspection will be conducted weekly, but more frequently if necessary to ensure conformance with this CSPP. For the project files, weekly inspection reports will be recorded, and monthly reports will be prepared and submitted to the New England FAA Airports office. After substantial completion of the project, a final inspection shall take place. The final inspection will be open to FAA, CAA, Airport Management and Stantec, comments will be used to develop a punch list for the Contractor to complete.

## 11. UNDERGROUND UTILITIES

The contractor will conduct necessary investigation to locate existing utilities within work limits. The existing utilities shown on plans are approximate and are based on available record drawings. The contractor will immediately notify the RPR and Airport if any utilities are damaged and will be responsible for all repairs. Please refer to emergency contact list for contact numbers.

#### Procedure for locating and protecting existing underground utilities, cables, and wires:

- Prior to construction, the Contractor will inspect the job with the RPR, FAA Tech Ops, and a utility locating service to identify any existing underground utilities, cables, and wires.
- The Contractor shall locate, mark, and protect all utilities prior to starting excavation.
- The Contractor shall coordinate with the FAA Tech Ops and adhere to the requirements in the Contract Specifications.
- The Contractor shall hand-dig when within 3' of any known or suspected utility.

There are no known deactivated water lines or fire hydrants in the project area.

#### 12. **PENALTIES**

Within five (5) days after contract execution, the Contractor shall submit to the RPR a written security and safety plan. No construction shall commence until the Engineer, FAA, and Airport approve the plan. The Contractor shall follow the security and safety plan explicitly. The Airport may stop the work at any time if this plan is violated. Such work stoppage shall not be considered a reason for extending the contract time or claim for additional compensation.

Any Contractor not conforming to these requirements will be considered in direct violation of the FAA-approved Airport Security Program, and the work will be stopped until approval to return to work is given by the Airport. No time extensions or extra costs claims for the contract will be given consideration due to security violations. It is the responsibility of the Contractor to instruct, monitor,



and supervise work staff so that this circumstance never occurs.

If any of the Contractor's employees violate the airport's security or driving rules and regulations, they will be cited by the Airport or RPR. The employee may be arrested, fined, and banned from the airport secured areas for the duration of the project. If there are delays in the Contractor's work schedule because of this action, the Airport will not consider any time extensions or claims for extra costs. It is the Contractor's responsibility to provide qualified, responsible, and experienced personnel so that violations do not occur.

If more than two employees are banned from working on the secured areas of the airport, work will be subject to shut down until the Contractor can prove to the Airport that the staff has been retrained to work safely and within the rules and regulations of the Airport. No time extensions or claims for extra costs will be considered by the Airport for this type of delay.

## 13. SPECIAL CONDITIONS

While there are no current special conditions, it is advised that an aircraft in distress always has the right-of-way. Construction personnel must give way to aircraft in distress.

#### 14. RUNWAY AND TAXIWAY VISUAL AIDS

No Runway closures are planned for the duration of this project.

No impact on Runway or Taxiway Visual Aids will occur.

The contractor shall insure that all runway and taxiway existing markings and signage are to be maintained during construction.

# 15. MARKING AND SIGNS FOR ACCESS ROUTES

The contractor shall provide signs to properly direct his/her employees and delivery trucks to the proper work areas. All signage will be located and constructed to the standard sizes, coloring and lettering as specified in the Manual on Uniform Traffic Control Devices and shall be approved by the RPR.

#### 16. HAZARD MARKING AND LIGHTING

Equipment and vehicles used in construction operations will be marked with amber beacons and/or orange/white checkered flags. Water ballasted lighted safety barricades, supplemented with flashing red beacons will be used to delineate the work area and open trenches.

# 17. PROTECTION OF RUNWAY/TAXIWAY SAFETY AREAS AND OBJECT FREE AREAS

Runway Safety Area (RSA) – 60 feet offset from RW centerline:

No construction activity shall be within the RSA.



#### Construction Safety and Phasing Plan – Meriden Markham Municipal Airport (MMK) Construct 4-Unit Hangars FAA AIP No. 3-09-0012-xxx-2024; BIL/AIG No. 3-09-0012-xxx-2024

#### Runway Object Free Area (ROFA) – 125 feet offset from RW centerline:

No construction activity shall be within the ROFA

Taxiway Safety Area (TSA) – 24.5 feet offset from TW centerline:

No construction activity shall be within the TSA

Taxiway Object Free Area (TOFA) – 44.5 feet offset from TW centerline:

Work within the TOFA shall follow all FAA guidance.

Obstacle Free Zone (OFZ)

No Construction activity shall be within the OFZ.

#### Runway Approach/Departure Areas

No Construction activity shall be within the Runway Approach/Departure areas.

The length of open trenches left outside of safety areas between work shifts shall be kept to an absolute minimum and in no case shall exceed 300 feet "in total length" as well as not be in any active safety areas without the approval of the RPR and Airport.

#### **18.** OTHER LIMITATIONS ON CONSTRUCTION

- No open flames/torches unless safety precautions are provided, and Airport approval is received.
- No use of tall equipment unless a 7460-1 is filed and a determination is issued.
- No use of electrical blasting caps.
- No work on nights and weekends without Airport approval.

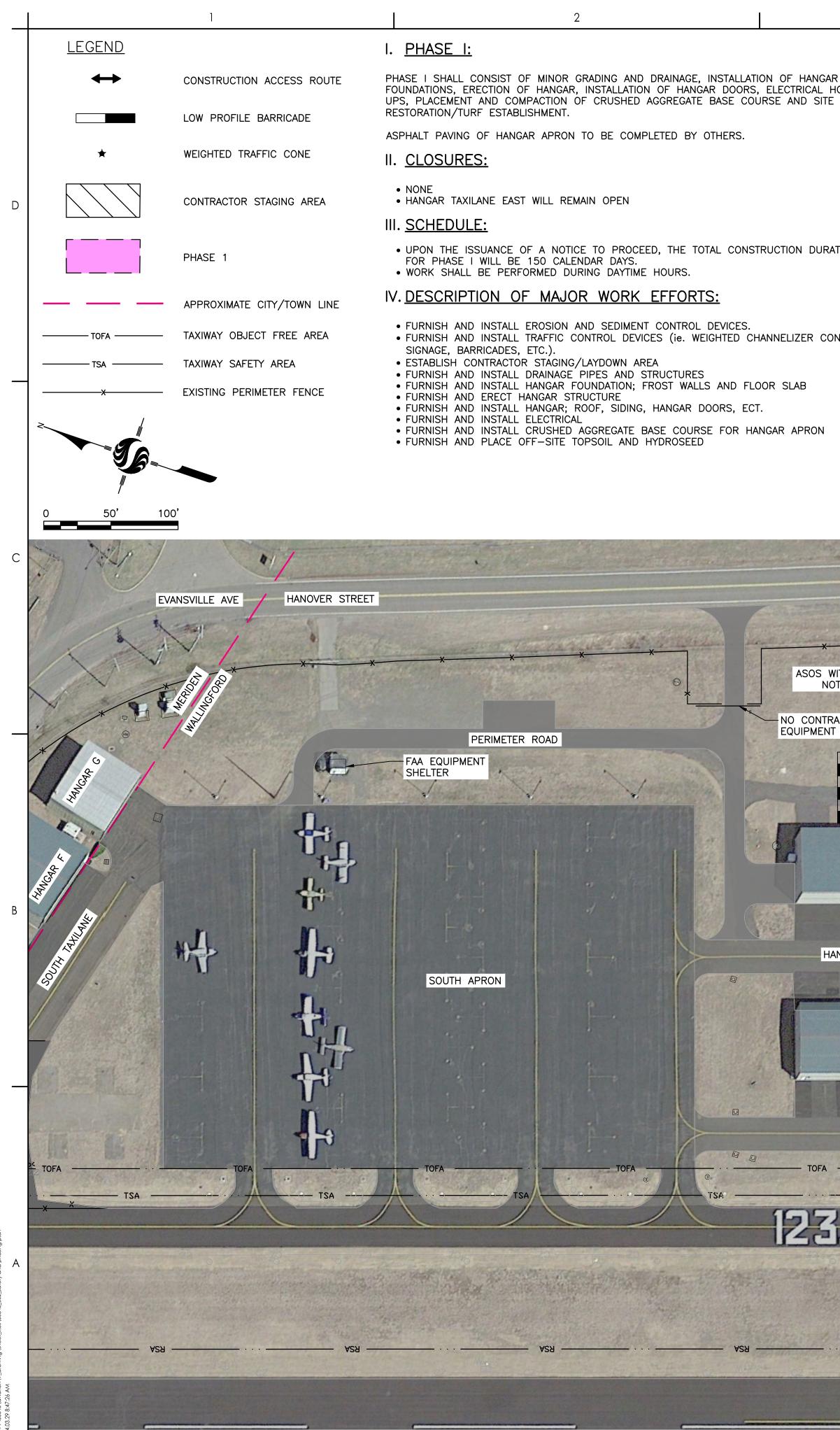
#### APPENDICES

Appendix A – Construction Safety and Phasing Plan

Appendix B – Emergency Contact List

Appendix C - SPCD – Outline for Contractor's safety plan compliance document

#### APPENDIX A – CONSTRUCTION SAFETY AND PHASING PLAN



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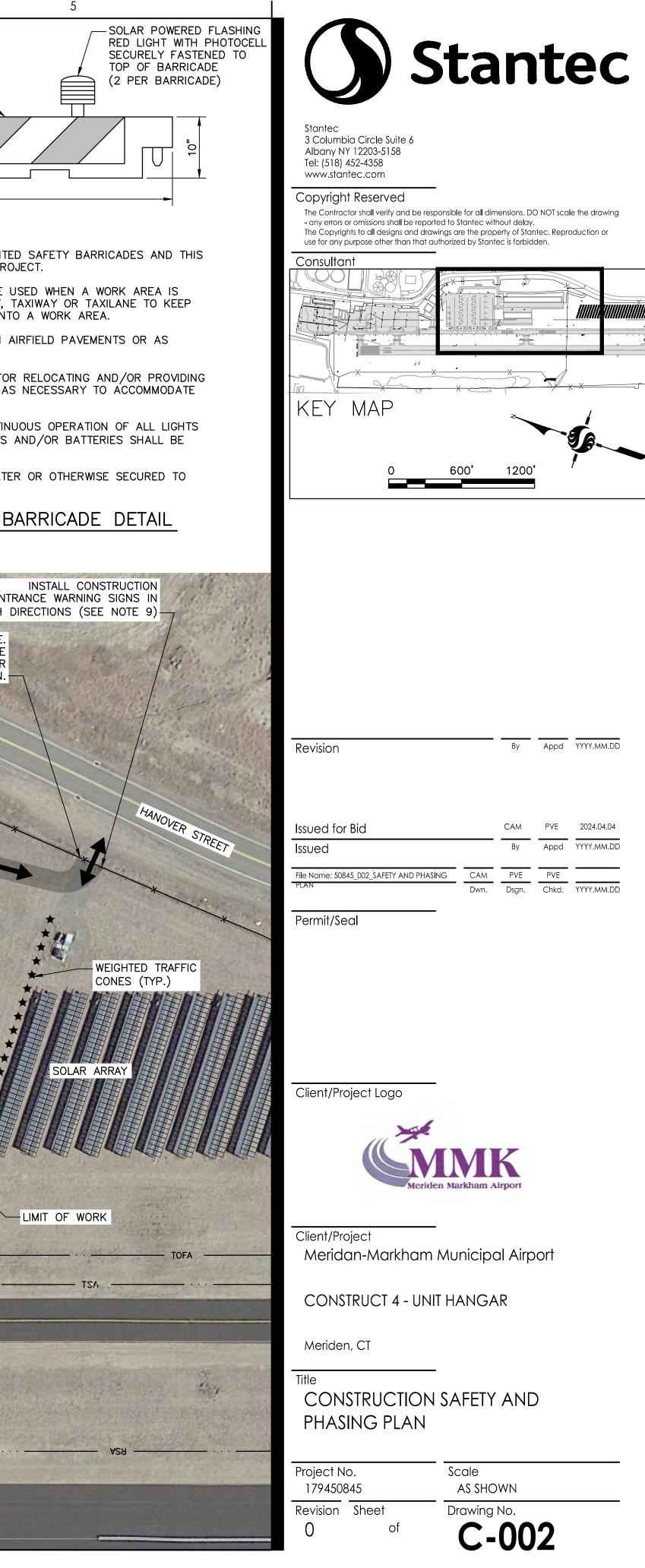
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## **APPENDIX B – EMERGENCY CONTACT LIST**

# APPENDIX C – SPCD – OUTLINE FOR CONTRACTOR'S SAFETY PLAN COMPLIANCE DOCUMENT

## Meriden-Markham Municipal Airport Construct South Hangars AIP 3-09-0012-0xx-2024 BIL/AIG No. 3-09-0012-xxx-2024

## March 2024

# Outline for Contractor's Safety Plan Compliance Document (SPCD)

In accordance with the Federal Aviation Administration's (FAA) Advisory Circular (AC) No. 150/5370-2G, *Operational Safety on Airports During Construction,* dated December 13, 2017, the Contractor shall submit a **Safety Plan Compliance Document (SPCD)** to CEF for approval to be issued prior to the Notice to Proceed.

The Contractor's SPCD shall include a general statement by the construction contractor that he/she has read and will abide by the Construction Safety and Phasing Plan (CSPP). In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement shall include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

- **1. Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- 2. Phasing. Discuss proposed construction schedule elements, including:
  - a. Duration of each phase.
  - b. Daily start and finish of construction.
  - c. Duration of construction activities.
- **3.** Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
- **4. Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs, if required.
- 5. Contractor access. Provide the following:

## Meriden-Markham Municipal Airport Construct South Hangars AIP 3-09-0012-0xx-2024 BIL/AIG No. 3-09-0012-xxx-2024

## March 2024

# Outline for Contractor's Safety Plan Compliance Document (SPCD)

- a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
- b. Listing of individuals requiring driver training (if required)
- c. Radio communications.
  - i. Types of radios and backup capabilities. (ii) Who will be monitoring radios, if required.
  - ii. Whom to contact if the ATCT cannot reach the contractor's designated person by radio or telephone.
- d. Details on how the contractor will escort material delivery vehicles.
- 6. Wildlife management. Discuss the following:
  - a. Methods and procedures to prevent wildlife attraction.
  - b. Wildlife reporting procedures.
- **7.** Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
- 8. Hazardous material (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
- 9. Notification of construction activities. Provide the following:
  - a. Contractor points of contact.
  - b. Contractor emergency contact.
  - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
- **10. Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.

## Meriden-Markham Municipal Airport Construct South Hangars AIP 3-09-0012-0xx-2024 BIL/AIG No. 3-09-0012-xxx-2024

## March 2024

# Outline for Contractor's Safety Plan Compliance Document (SPCD)

- **11. Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.
- **12. Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- **13. Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
- **14. Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs, as required.
- **15. Marking and signs for access routes**. Discuss proposed methods of demarcating access routes for vehicle drivers.
- **16. Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
- **17. Work Zone Lighting for Nighttime Construction.** Discuss proposed methods for adequately illuminating the work area during nighttime construction operations, if required.
- **18. Protection of runway and taxiway safety areas.** Including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces, if required.
- **19. Other limitations** on construction should be identified in the CSPP and should not require an entry in the SPCD.



# Meriden-Markham Municipal Airport City of Meriden, Connecticut

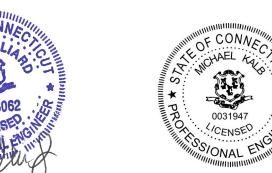
# Contract Plans For: **CONSTRUCT 4-UNIT HANGAR**



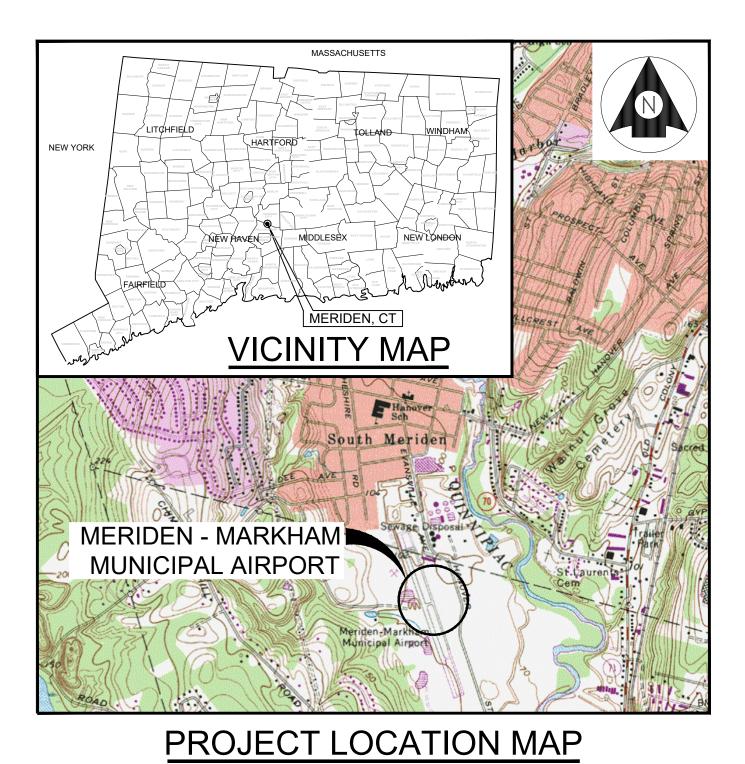




City of Meriden Contract No. B024-50 FAA AIP No. 3-09-0012-xxx-2024 FAA BIL/AIG No. 3-09-0012-xxx-2024 Stantec Project No. 179450845 APRIL 4, 2024



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# INDEX OF DRAWINGS

AWING NO.	TITLE
G.000	TITLE SHEET
C.001	GENERAL NOTES
C.002	CONSTRUCTION SAFETY AND PHASING PLAN
C.100	EXISTING CONDITIONS PLAN
C.101	LAYOUT PLAN
C.102	TYPICAL SECTION AND DETAILS
A.101	FLOOR PLAN ELEVATIONS
S.101	FOUNDATION PLAN
S.201	FOUNDATION SECTIONS
E.001	ELECTRICAL LEGEND AND GENERAL NOTES
E.101	ELECTRICAL SITE PLAN
E.201	HANGAR POWER AND LIGHTING PLAN
E.501	ELECTRICAL ONE-LINE AND DETAILS
E.601	ELECTRICAL SCHEDULES

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	2.	THE PROJECT SHALL BE CONSTRUCTED IN A TIMELY MANNER IN ACCORDANCE WITH CONTRACTOR'S APPROVED PROJECT SCHEDULE. THE SCHEDULE SHALL PROVIDE FOR THE WORK AS SHOWN ON THE PLANS AND DESCRIBED IN THE CONTRACT SPECIFICA	THE COMPLETION OF	WORK SHALL PROCEED INCLUDING AIRPORT PE THAT MAXIMUM PROTEC AREA ARE NOT SUBJEC
	3.	MERIDEN-MARKHAM MUNICIPAL AIRPORT WILL BE IN OPERATION DURING THE CONSTR PROJECT. ADVANCED COORDINATION OF ALL WORK WITH THE AIRPORT MANAGER AND MANDATORY SO AS TO MINIMIZE IMPACTS ON AIRPORT OPERATIONS.		DURING PERFORMANCE AIRCRAFT PARKING API ALL AIRCRAFT TRAFFIC
D	4.	CONTRACTOR'S STAGING AREA – AN AREA WILL BE MADE AVAILABLE FOR CONTRACTO AND STORAGE. THE CONTRACTOR'S STAGING AREA SHALL BE RESTORED TO ITS PRE- CONDITION UPON COMPLETION OF USE, AT THE CONTRACTOR'S EXPENSE.		AIRPORT MANAGER RES AREA NECESSARY TO I WORK WILL BE CONTR CONTRACTOR SHALL N
	5.	EXISTING AIRFIELD LIGHTING SYSTEMS – INTERRUPTION OF EXISTING AIRFIELD LIGHTIN INCLUDED IN THIS PROJECT SHALL NOT BE PERMITTED. ALL AIRFIELD LIGHTING CIRCU THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR DURING OPERATIONAL PE ACCORDANCE WITH THE SPECIFICATIONS AND/OR AS DIRECTED BY THE RPR.	UITS AFFECTED BY	UNAUTHORIZED PERSON TO PERSONS OR TO A THE FOLLOWING ARE C
	6.	ALL MATERIALS AND EQUIPMENT WHEN NOT IN USE SHALL BE PLACED IN APPROVED THEY WILL NOT CONSTITUTE A HAZARD TO AIRCRAFT OPERATIONS AND NOT PENETRA SURFACES. ALL EQUIPMENT SHALL BE PARKED AT THE STAGING AREA WHEN NOT IN	AREAS WHERE ATE CLEARANCE	TRENCHES, HOLES, OR RUNWAY OR TAXIWAY S
	7.	FOR EMERGENCIES INVOLVING SAFETY (INJURIES, FIRES, SECURITY BREACHES, ETC.) SHALL MAKE DIRECT CONTACT WITH THE AIRPORT MANAGER (203) 630–2878 FOLLO NOTIFICATION TO THE RPR AS SOON AS POSSIBLE.	THE CONTRACTOR	UNMARKED/UNLIGHTED TAXILANE, OR RELATED MOUNDS OR PILES OF
_	8.	THE CONTRACTOR SHALL PROVIDE THE PHONE NUMBERS OF THREE PERSONNEL, INC PROJECT SUPERINTENDENT WHO MAY BE CONTACTED IN AN EMERGENCY. PERSONNEL ON-CALL 24 HOURS PER DAY FOR MAINTAINING AIRPORT HAZARD LIGHTING AND BA	L SHALL BE D	OR OTHER OBJECTS IN ANY RELATED SAFETY, VEHICLES OR EQUIPME TAXIWAY, TAXILANE OR
	9.	IN ACCORDANCE WITH THE SPECIFICATIONS, LABOR WAGE RATES SHALL BE POSTED WEATHERPROOF ENCLOSURE.	ON SITE IN A	VEHICLES, EQUIPMENT, COULD INTERFERE WITH NAVIGATIONAL AIDS (NA
	<u>C0</u>	NSTRUCTION SAFETY NOTES	F.	PAVEMENT DROP-OFFS
	1.	ALL CONSTRUCTION FOR THIS PROJECT SHALL CONFORM TO THE GUIDELINES SET FOR AVIATION ADMINISTRATION (FAA) AC150/5370-2G "OPERATIONAL SAFETY ON AIRPORT CONSTRUCTION", AND THESE PLANS AND SPECIFICATIONS.	ORTH IN FEDERAL S DURING	CAUSE DAMAGE TO AIR MAXIMUM DROP-OFF C UNMARKED UTILITY, NA
с	2.	THE CONTRACTOR SHALL FURNISH A SPCD (SAFETY PLAN COMPLIANCE DOCUMENT)	WITHIN FIVE (5)	SIGNAL CABLES THAT
	-	DAYS PRIOR TO THE ISSUANCE OF A NOTICE TO PROCEED. THE CONTRACTOR SHALL KNOWLEDGEABLE OF THE REQUIREMENTS AND PROCEDURES OF FAA ADVISORY CIRCU 150/5370-2G AND THE CSPP, AND INCORPORATE THESE ITEMS IN TO THE SPCD.	JLAR	OBJECTS, WHETHER OF THE VICINITY OF THE A ALARMING TO PILOTS I
	3.	THE CONTRACTOR SHALL ACQUAINT ITS SUPERVISORS AND EMPLOYEES WITH THE AIR AND OPERATIONS THAT ARE INHERENT AT THIS AIRPORT AND SHALL CONDUCT ITS C ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMEN GUIDELINES ON SAFETY.	ONSTRUCTION NTS AND TO THE	UNFLAGGED/UNLIGHTED THE LIKE ANYWHERE II AREA.
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_	5.	IN ORDER FOR THE CONTRACTOR TO OPERATE WITHIN THE AIR OPERATIONS AREA (A APPROPRIATE NOTICES TO AIRMEN (NOTAMS) MUST BE ISSUED BY THE AIRPORT MAN THE FAA FLIGHT SERVICE STATION. THESE NOTICES PROVIDE INFORMATION ON CLOSE HAZARDOUS CONDITIONS TO AIRMEN AND USERS OF THE AIRPORT. A 48-HOUR NOT FOR ISSUANCE OF THE NOTAM. ALL CONSTRUCTION OPERATIONS MUST BE CLOSELY WITH THE AIRPORT MANAGER FOR NOTAM ISSUANCE. ONCE ALL NOTAMS ARE IN PLA CONTRACTOR SHALL SET UP CONSTRUCTION SAFETY DEVICES INCLUDING BUT NOT LI CONSTRUCTION SIGNS AND BARRICADES.	NAGER THROUGH ED, LIMITED, OR TCE IS REQUIRED COORDINATED ACE THE	
	6.	ALL CONTRACTOR VEHICLES, INCLUDING HAULING VEHICLES, THAT ARE AUTHORIZED T WITHIN THE SECURITY FENCE ON THE AIRPORT WITHIN THE DESIGNATED LIMITS OF C DEFINED HEREIN, SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3' x 3' OR AND WHITE CHECKERBOARD FLAG, EACH CHECKERBOARD COLOR BEING 1' SQUARE. DURING PERIODS OF DARKNESS OR LIMITED VISIBILITY, CONTRACTOR'S VEHICLES SHA WITH ROTATING OR FLASHING AMBER LIGHTS.	CONSTRUCTION AS LARGER ORANGE WHEN OPERATING	
	7.	THE CONTRACTOR SHALL NOT PERMIT SMOKING OR OPEN FLAMES ON ANY PORTION		
В	8. 9.	ONLY RUBBER-TIRED VEHICLES SHALL BE ALLOWED ON EXISTING PAVEMENT THAT IS STOCKPILED MATERIAL SHALL BE CONSTRAINED IN A MANNER TO PREVENT MOVEMEN OF AIRCRAFT OR WIND CONDITIONS IN EXCESS OF 10 KNOTS.		
	10.	CONTRACTOR GENERATED DEBRIS, WASTE, AND LOOSE MATERIAL (INCLUDING DUST AI OF CAUSING DAMAGE TO AIRCRAFT LANDING GEAR OR PROPELLERS, OR BEING INGES ENGINES, SHALL NOT BE ALLOWED ON ACTIVE AIRCRAFT MOVEMENT AREAS OR ADJAC AREAS. MATERIALS OBSERVED TO BE WITHIN THESE AREAS SHALL BE REMOVED IMME CONTRACTOR.	STED IN JET CENT GRASSED	
	11.	CONTRACTOR ACCESS TO AIRFIELD PAVEMENTS OUTSIDE OF THE PROJECT WORK LIM PROHIBITED.	ITS IS STRICTLY	
	12.	THE CONTRACTOR SHALL PROVIDE ADEQUATE SIGNING IN ACCORDANCE WITH MUTCD REQUIRED FOR ALL OPERATIONS INCLUDING EQUIPMENT ENTERING & LEAVING ADJACI		
	13.	THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN FLASHING LIGHTS AND BAI WHEREVER OPEN EXCAVATIONS OR IRREGULAR GRADES ARE LEFT WITHIN THE SAFET ACTIVE TAXIWAY OR WHERE TEMPORARY PAVEMENT CLOSURES OR AIRCRAFT LIMITATIC REQUIRED. BARRICADES SHALL BE SPACED NO MORE THAN 8 FEET ON CENTER OR THE AFFECTED PAVEMENT EDGE. THE CONTRACTOR SHALL DAILY MAINTAIN THE LIGHT BARRICADES IN AN OPERABLE CONDITION FOR THE DURATION OF THE PROJECT.	Y AREA OF AN DNS ARE AS NOTED ALONG	
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## ALL PERFORM CONSTRUCTION OPERATIONS AS NECESSARY TO MINIMIZE CAUSED BY PONDED WATER AND GRASS SEED.

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OF THIS CONTRACT, THE AIRPORT RUNWAY, TAXIWAYS, FUELING AREAS, AND PRONS SHALL REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE. ON THESE AREAS SHALL HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC. THE ESERVES THE RIGHT TO ORDER THE CONTRACTOR AT ANY TIME TO VACATE ANY MAINTAIN SAFE AIRCRAFT OPERATIONS. USE OF AREAS NEAR THE CONTRACTOR'S ROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION. THE NOT ALLOW EMPLOYEES. SUBCONTRACTORS. SUPPLIERS. OR ANY OTHER ON TO ENTER OR REMAIN IN ANY AIRPORT AREA WHICH WOULD BE HAZARDOUS AIRCRAFT OPERATIONS.

CONSIDERED SAFETY CONCERNS AND/OR HAZARDS:

EXCAVATION ON OR ADJACENT TO ANY OPEN RUNWAY OR IN SAFETY AREAS.

HOLES OR EXCAVATION IN ANY APRON, OPEN TAXIWAY, OPEN SAFETY AREA.

EARTH, CONSTRUCTION MATERIALS, TEMPORARY STRUCTURES, IN THE VICINITY OF ANY OPEN RUNWAY, TAXIWAY, TAXILANE, OR IN APPROACH, OR DEPARTURE AREA.

ENT, WHETHER OPERATING OR IDLE, ON ANY OPEN RUNWAY, IN ANY RELATED SAFETY, APPROACH, OR DEPARTURE AREA.

EXCAVATION, STOCKPILES, OR OTHER MATERIALS WHICH TH ELECTRONIC SIGNALS FROM RADIOS OR ELECTRONIC AVAIDS).

- LIPS (EITHER PERMANENT OR TEMPORARY) WHICH COULD RCRAFT IF CROSSED AT NORMAL OPERATING SPEEDS. THE NORMAL OR LIP IS 1-1/2 INCHES.

AVAID, WEATHER SERVICE, RUNWAY LIGHTING, OR OTHER POWER OR COULD BE DAMAGED DURING CONSTRUCTION.

OR NOT MARKED OR FLAGGED. OR ACTIVITIES ANYWHERE ON OR IN AIRPORT WHICH COULD BE DISTRACTING, CONFUSING, OR DURING AIRCRAFT OPERATIONS.

LOW VISIBILITY ITEMS SUCH AS TALL CRANES, DRILLS, AND IN THE VICINITY OF ACTIVE RUNWAY, OR IN ANY APPROACH OR DEPARTURE

ALL CONDUCT ACTIVITIES SO AS NOT TO VIOLATE ANY SAFETY STANDARDS THE CONTRACTOR SHALL INSPECT ALL CONSTRUCTION AND STORAGE AREAS AS AND PROMPTLY TAKE ALL STEPS NECESSARY TO PREVENT/REMEDY ANY LLY UNSAFE CONDITIONS OR ACTIVITIES DISCOVERED.

# UNDERGROUND UTILITY NOTES

4

- 1. THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE CONSIDERED TO BE ONLY ESTIMATED LOCATIONS. ALL UTILITY LOCATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCING CONSTRUCTION.
- 2. PROTECTION OF EXISTING AIRPORT UNDERGROUND CABLES IS THE RESPONSIBILITY OF THE CONTRACTOR. THE LOCATION OF THESE UTILITIES MUST BE VERIFIED BY THE CONTRACTOR. REPAIR OF CABLES DAMAGED DUE TO CONTRACTOR'S OPERATIONS MUST BE STARTED IMMEDIATELY AND CONTINUED UNTIL COMPLETED. ALL SUCH REPAIRS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE AT THE CONTRACTOR'S EXPENSE. WHEN FAA CABLES ARE DAMAGED, REPAIRS SHALL BE DONE IN ACCORDANCE WITH FAA REQUIREMENTS AND IN THE PRESENCE OF AN FAA REPRESENTATIVE. THE FAA MAY ELECT TO HAVE THE REPAIR PERFORMED BY OTHERS IN WHICH CASE THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING THE INCURRED COST OF REPAIRS.
- 3. AT LEAST THREE (3) WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION OPERATIONS IN AN AREA WHICH MAY INVOLVE UNDERGROUND UTILITY FACILITIES, THE CONTRACTOR SHALL NOTIFY THE RPR AND THE OWNER OF EACH UNDERGROUND UTILITY FACILITY AFFECTED.
- 4. AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION, THE CONTRACTOR SHALL CONTACT "CALL BEFORE YOU DIG" AT 1-800-922-4455 FOR ASSISTANCE IN LOCATING UNDERGROUND UTILITIES.

# SURVEY NOTES

- 1. THIS SURVEY HAS BEEN PREPARED BY FREEMAN COMPANIES, LLC. IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THRU 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996
- 1.1. THIS PLAN CONFORMS TO TOPOGRAPHIC ACCURACY CLASS T-2.
- 1.2. THE TYPE OF SURVEY PERFORMED IS A LIMITED TOPOGRAPHIC SURVEY AND IS INTENDED TO DEPICT EXISTING CONDITIONS WITHIN THE AREA SHOWN.
- 2. NORTH ARROW AND BEARINGS REFER TO THE CONNECTICUT STATE PLANE COORDINATE SYSTEM NAD83 AND IS BASED UPON GPS OBSERVATIONS PERFORMED BY FREEMAN COMPANIES. LLC.
- 3. ELEVATIONS REFER TO NAVD88 AND ARE BASED ON GPS OBSERVATIONS PERFORMED BY FREEMAN COMPANIES, LLC.
- 4. THE UNDERGROUND FEATURES DEPICTED HEREON ARE THE RESULT OF COMPILATION OF EXISTING MAPPING AND LOCATION OF VISIBLE EVIDENCE. OTHER UTILITIES MAY EXIST WHICH ARE NOT SHOWN. VERIFY INFORMATION IN THE FIELD BEFORE ANY DIGGING OR SITE EXCAVATION CALL, "CALL BEFORE YOU DIG" 1800-922-4455.



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# Permit/Seal



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Client/Project Meridan-Markham Municipal Airport

CONSTRUCT 4 - UNIT HANGARS

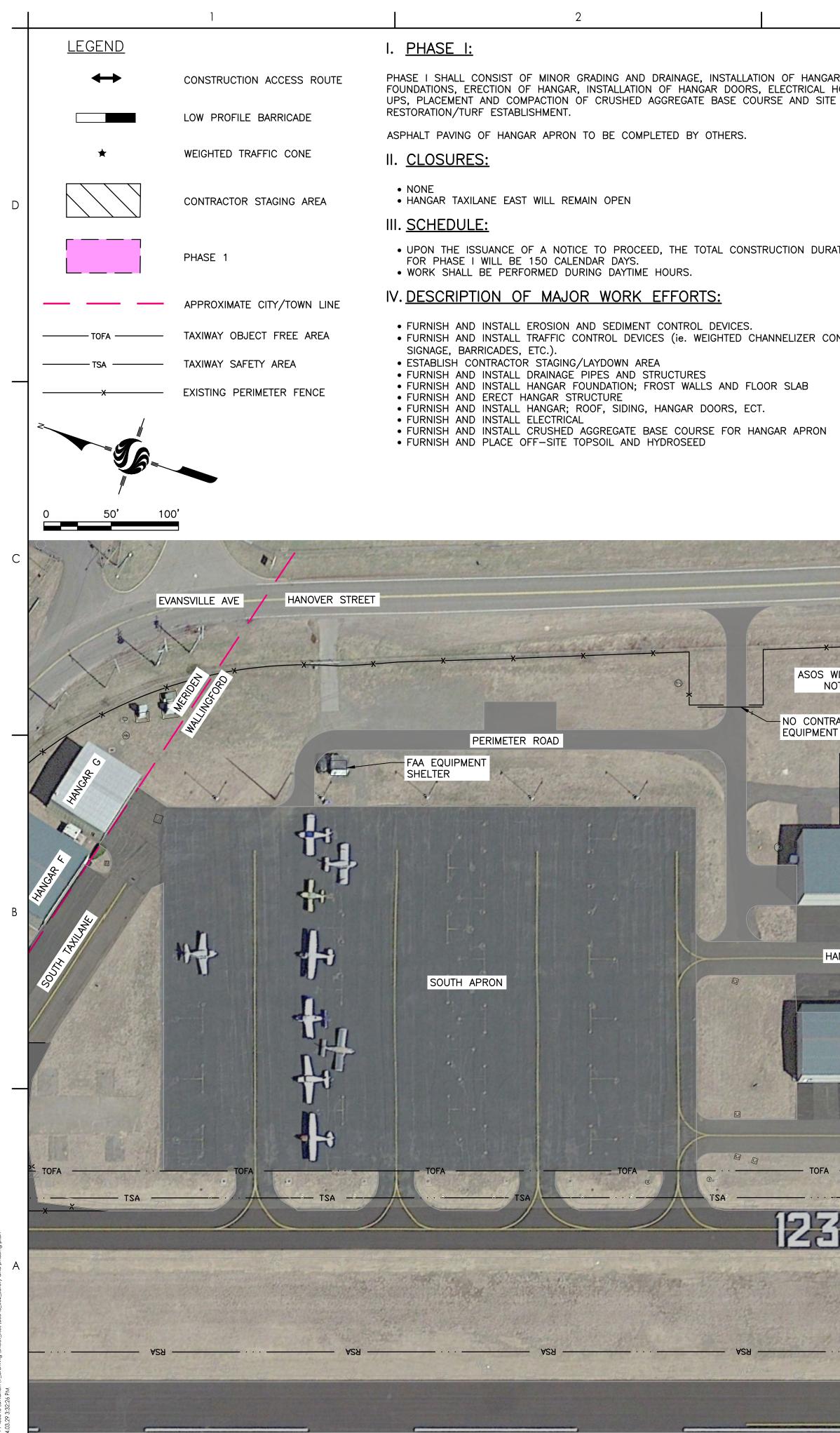
Meriden, CT

Title

# GENERAL NOTES

Project N 1794508	
Revision	Sheet
0	2 of 14

Scale AS SHOWN Drawing No. **C-001** 



ORIGINAL SHEET - ANSI D

	3		4	
F HANGAR STRICAL HOOK AND SITE	2. THIS PLAN HAS B AIRPORT (MMK). N PERMITTED WITHOU	DI FOR GENERAL NOTES. EEN APPROVED BY THE MERIDEN-MA O CHANGES OR MODIFICATIONS TO T IT ADVANCED WRITTEN APPROVAL BY	THIS PLAN WILL BE Y THE RPR.	FLUORESCENT ORANGE POLYETHYLENE BARRICADE WITH WHITE REFLECTIVE SHEETING BOTH SIDES
	THE AIRPORT MAN ADVANCE. 4. THERE IS NO SEP CONTROL DEVICES LIGHTED BARRICAD	LL WORK SHALL BE COORDINATED IN AGER THOUGH THE RPR A MINIMUM ARATE PAY ITEM TO PROVIDE AND M AND MEASURES INCLUDING BUT NO DES, WEIGHTED CONES, SIGNING, TEM SSOCIATED WITH THESE MEASURES IS E PROJECT.	OF 48 HOURS IN MAINTAIN TRAFFIC T LIMITED TO PORARY STRIPING,	96" SAFETY BARRICADE NOTES:
ON DURATION	RESTORATION OF TO ALLOW CONSTR ADDITIONAL EXPEN 6. THE CONTRACTOR	SHALL BE RESPONSIBLE FOR MODIFI THE EXISTING GATE AND FENCE LINE RUCTION VEHICLE ACCESS TO THE WO ISE TO THE OWNER. SHALL CONTINUOUSLY COORDINATE MANAGER REGARDING DAILY CONST TIONS.	E (IF NECESSARY) ORK AREA AT NO WITH THE RPR	<ol> <li>THERE IS NO SEPARATE PAY ITEM FOR LIGHTED WORK IS CONSIDERED INCIDENTAL TO THE PROP THE LIGHTED SAFETY BARRICADES SHALL BE UD DIRECTLY ADJACENT TO AN ACTIVE RUNWAY, T AIRCRAFT AND VEHICLES FROM TRAVELING INTO BARRICADES SHALL BE INTERCONNECTED ON A IDENTIFIED ON PLANS.</li> </ol>
LIZER CONES, LAB APRON	ACTIVITIES/STAGIN ITEMS. 8. THE CONTRACTOR DURING CONSTRUC OPERATIONS SHAL AIRPORT AND/OR	TURF AREAS AFFECTED BY CONSTRU G IS CONSIDERED INCIDENTAL TO AL SHALL PROTECT THE EXISTING HANG TION. ANY DAMAGE CAUSED BY CON L BE REPAIRED/REPLACED AT NO CO TENANTS. SHALL PROVIDE APPROPRIATE CONS	L OTHER PAY GAR BUILDINGS NSTRUCTION OST TO THE	<ol> <li>THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL BARRICADES AROUND THE SITE AS THE PROPOSED WORK.</li> <li>THE CONTRACTOR SHALL ENSURE THE CONTINU FOR THE DURATION OF THE PROJECT. LIGHTS A REPLACED AS NEEDED.</li> <li>THE BARRICADES SHALL BE FILLED WITH WATER</li> </ol>
	ENTRANCE WARNIN STREET DURING CO FHA MANUAL OF U THE RPR SHALL A	IG SIGNS ALONG EVANSVILLE AVE. A DNSTRUCTION, MEETING THE REQUIRE JNIFORM TRAFFIC CONTROL DEVICES, PPROVE THE SIGNING PACKAGE PRIC S WORK IS CONSIDERED INCIDENTAL	ND HANOVER EMENTS OF USDOT , LATEST EDITION. DR TO	1 TYPICAL LOW-PROFILE B. NOT TO SCALE
ASOS WITH BAR NOT TO BE	E DISTURBED		TAGING/LAYDOWN AREA	<text></text>
	-1/ -1/	HANGAR H	21/ 21/	
HANGAR TA	AXILANE EAST HANGAR I		LOW PROFILE LIGHTED BARRICADE (TYP.) PROPOSED 4-UNIT PHASE 1	

HANGAR TAXILANE WEST

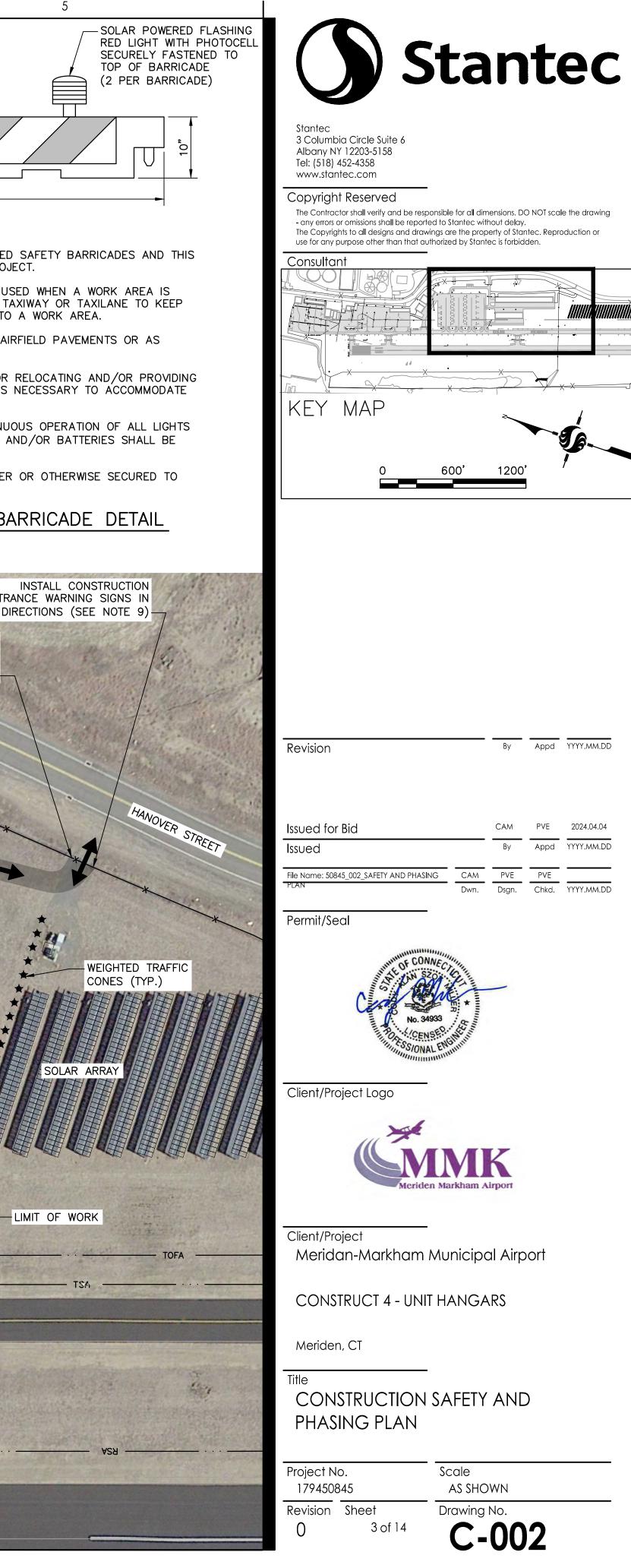
RUNWAY 18-36

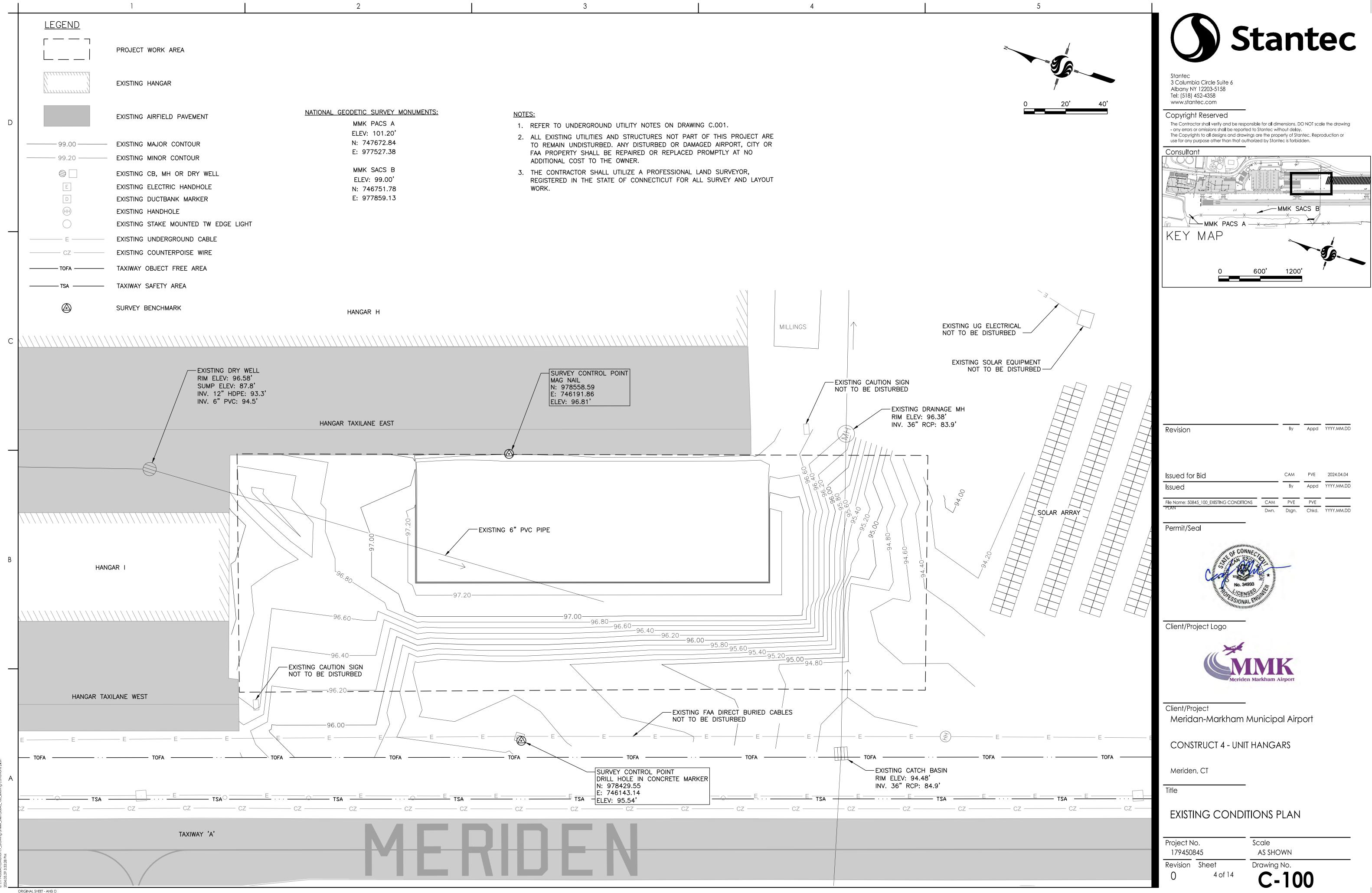
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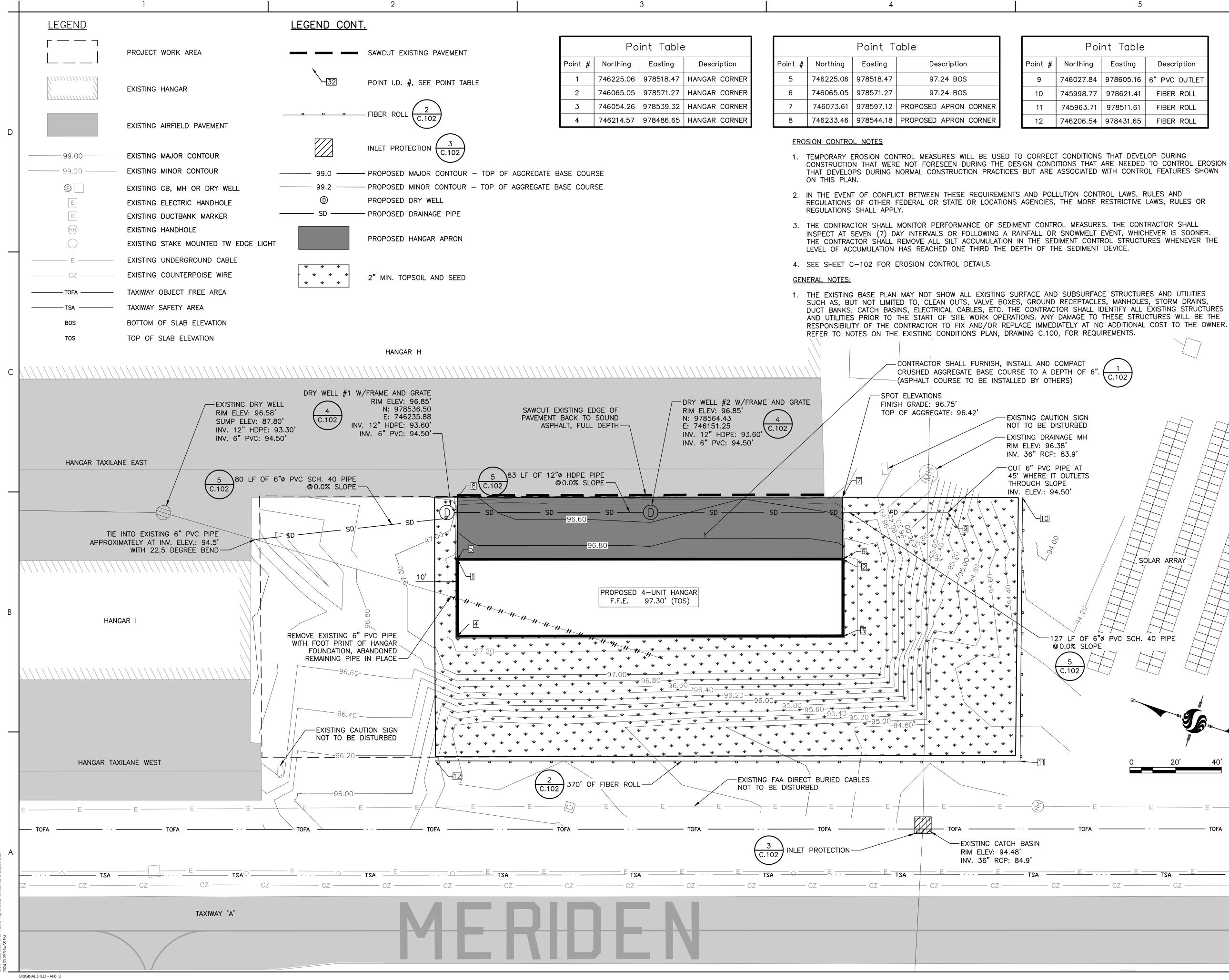
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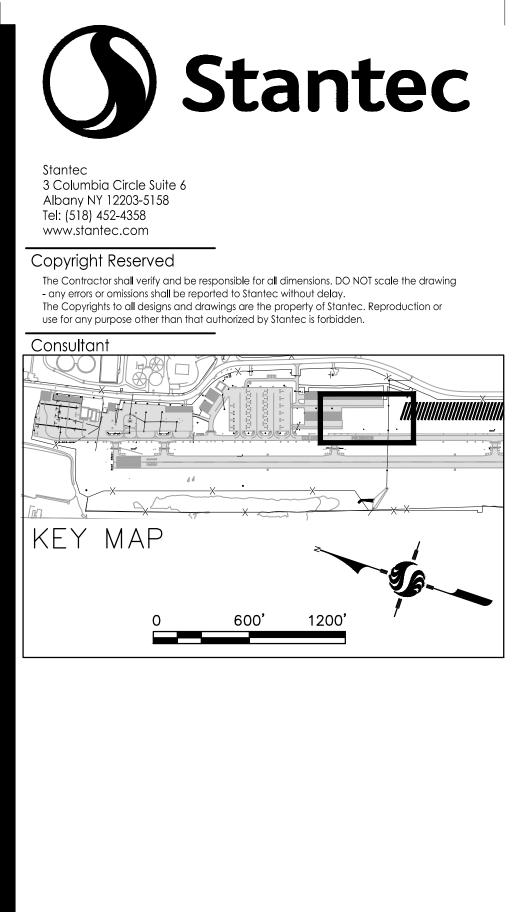
- 3

	Po	int Table	2
Point #	Northing	Easting	Description
1	746225.06	978518.47	HANGAR CORNER
2	746065.05	978571.27	HANGAR CORNER
3	746054.26	978539.32	HANGAR CORNER
4	746214.57	978486.65	HANGAR CORNER

		Point T	able
Point #	Northing	Easting	Description
5	746225.06	978518.47	97.24 BOS
6	746065.05	978571.27	97.24 BOS
7	746073.61	978597.12	PROPOSED APRON CORNER
8	746233.46	978544.18	PROPOSED APRON CORNER

	Poi	nt Table	
Point #	Northing	Easting	Description
9	746027.84	978605.16	6" PVC OUTLET
10	745998.77	978621.41	FIBER ROLL
11	745963.71	978511.61	FIBER ROLL
12	746206.54	978431.65	FIBER ROLL

C.102 SOLAR ARRAY 127 LF OF 6"ø PVC SCH. 40 PIPE



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CONSTRUCT 4 - UNIT HANGARS

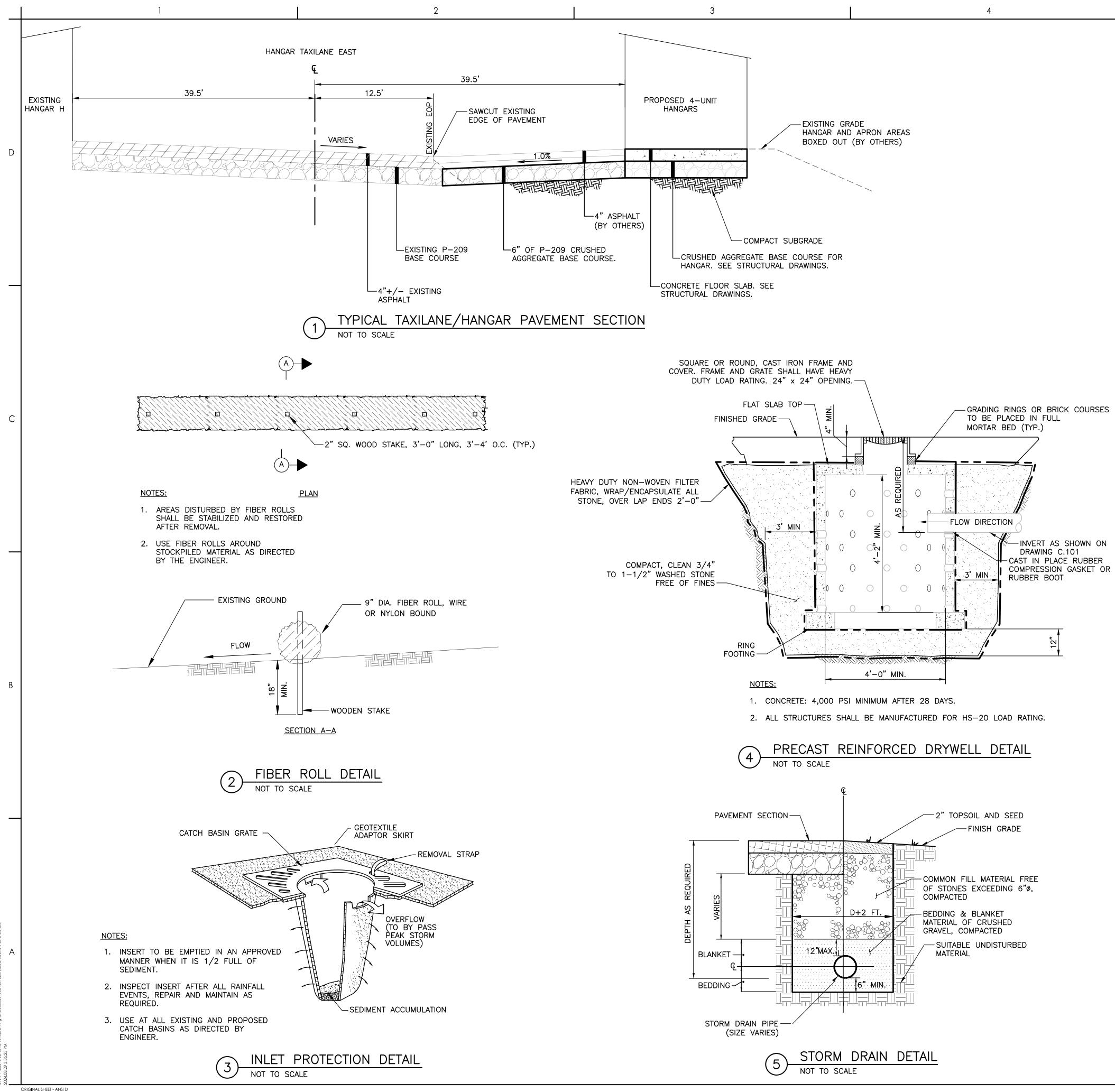
Meriden, CT

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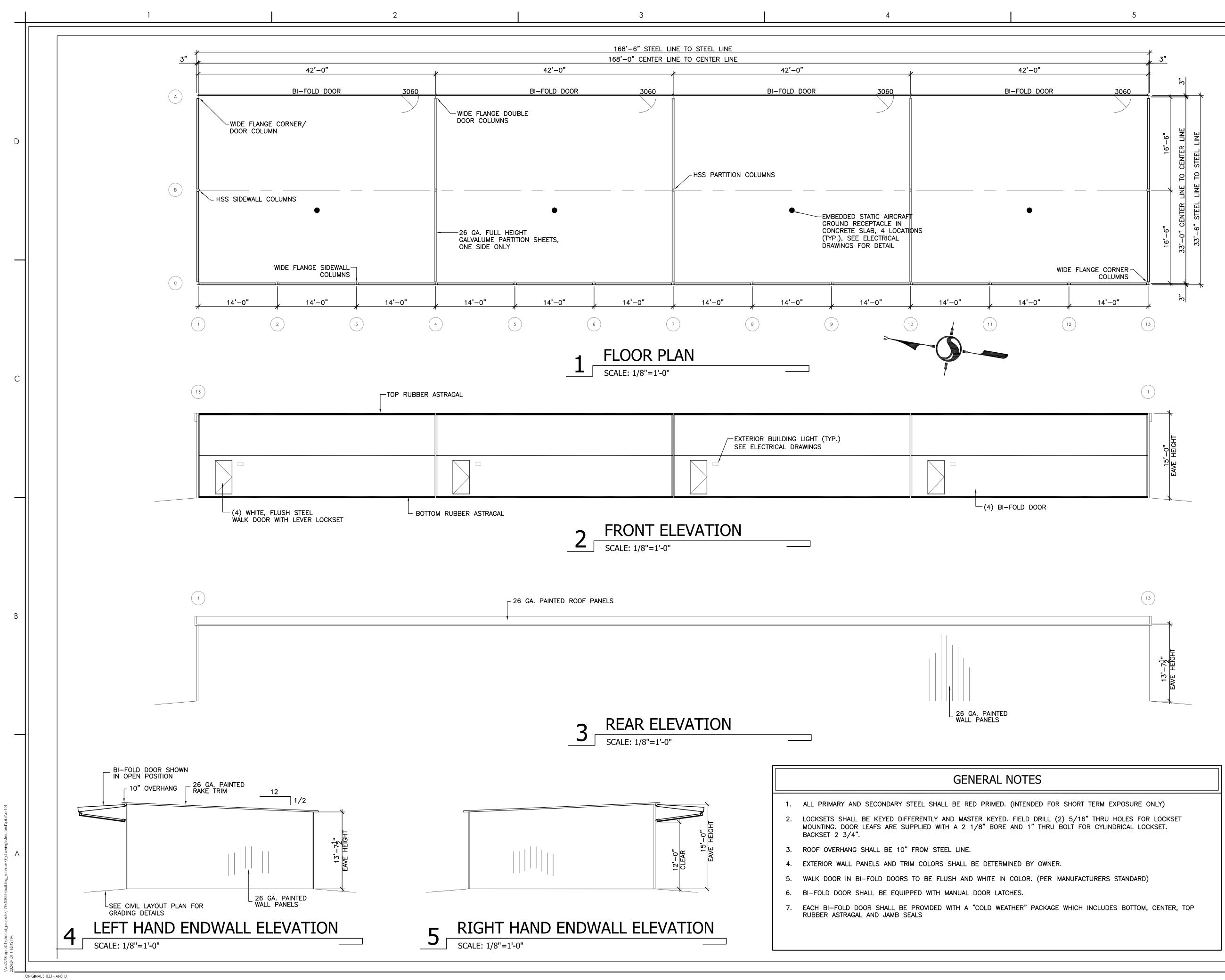
# LAYOUT PLAN

Project No. 179450845 Revision Sheet 5 of 14 0

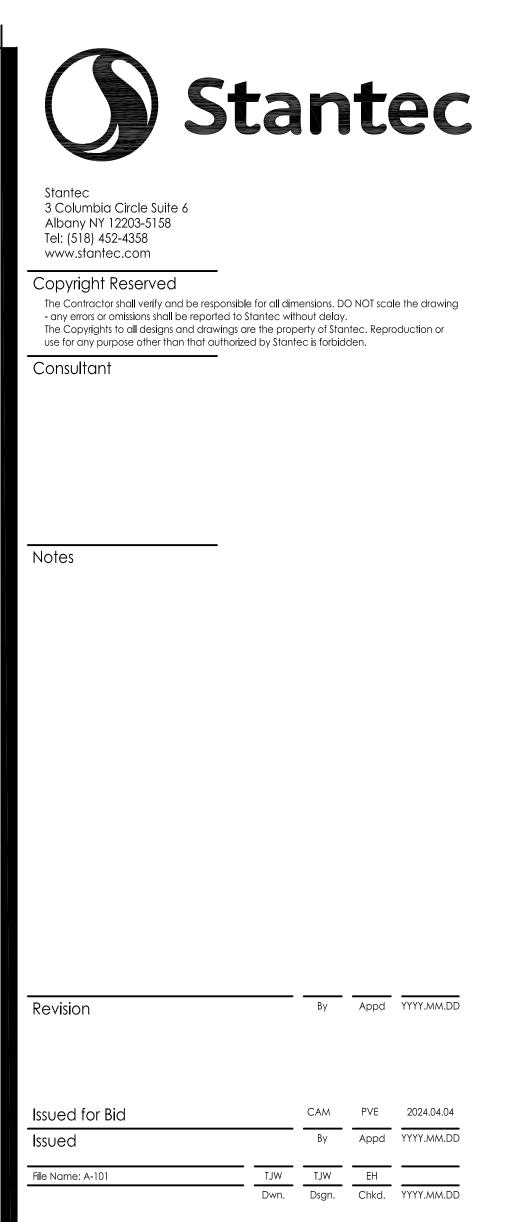
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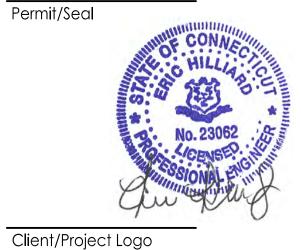


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Issued for Bid Issued File Name: 50845_102_TYPICAL SECT		CAM By PVE	PVE Appd PVE	2024.04.04 YYYY.MM.DE
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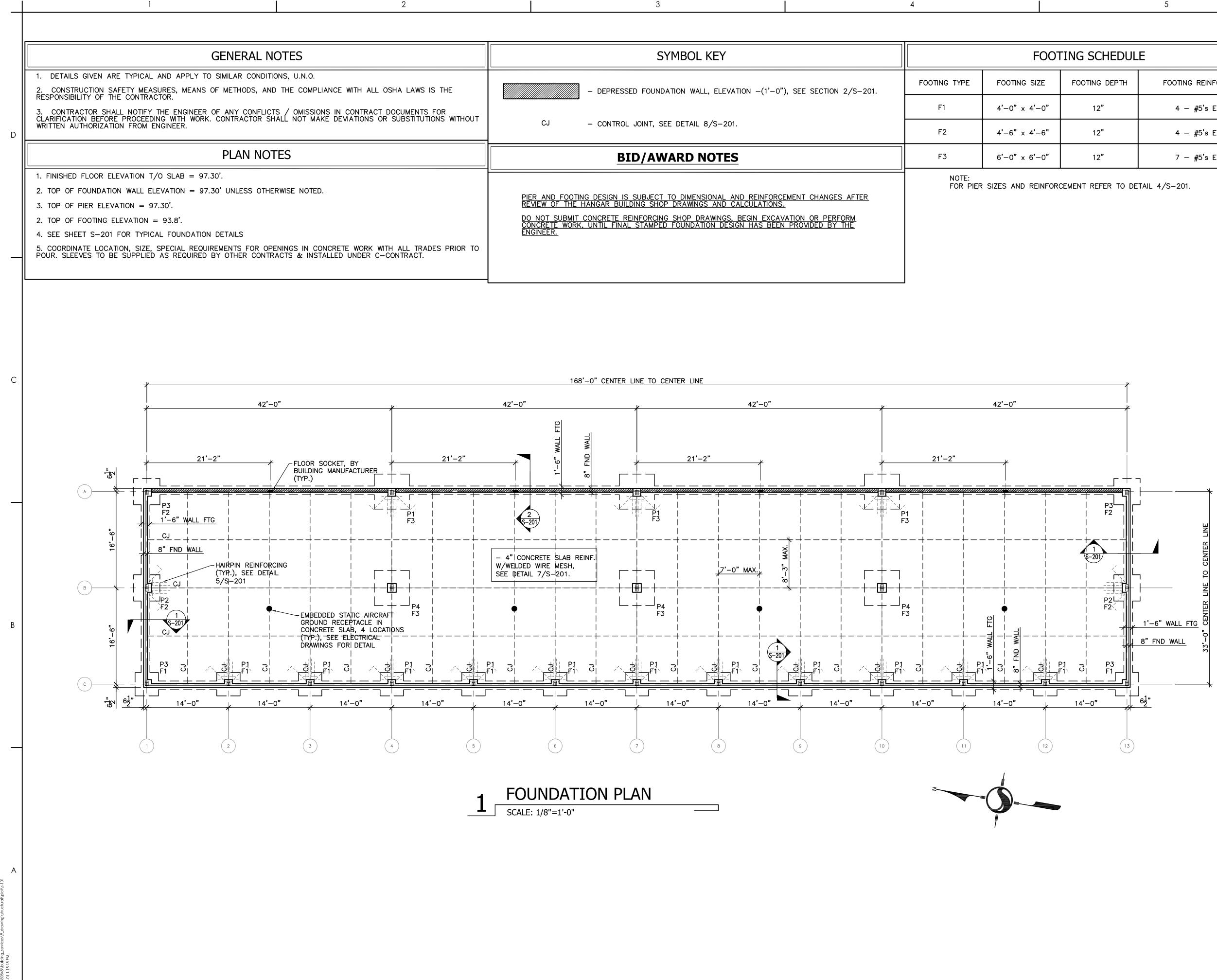
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CONSTRUCT 4 - UNIT HANGARS

Meriden, CT

Title FLOOR PLAN AND ELEVATIONS

Project No. 179450845		Scale AS SHOWN
Revision 0	Sheet 7 of 14	Drawing No.



3	4	

SYMBOL KEY		FOOT	TING SCHEDUL	E
- DEPRESSED FOUNDATION WALL, ELEVATION $-(1'-0'')$ , SEE SECTION 2/S-201.	FOOTING TYPE	FOOTING SIZE	FOOTING DEPTH	FOOTING REINFORCING
	F1	4'-0" × 4'-0"	12"	4 — <b>#</b> 5's E.W.
CJ – CONTROL JOINT, SEE DETAIL 8/S-201.	F2	4'-6" × 4'-6"	12"	4 — <b>#</b> 5's E.W.
BID/AWARD NOTES	F3	6'-0" × 6'-0"	12"	7 — <b>#</b> 5's E.W.
	NOTE:			

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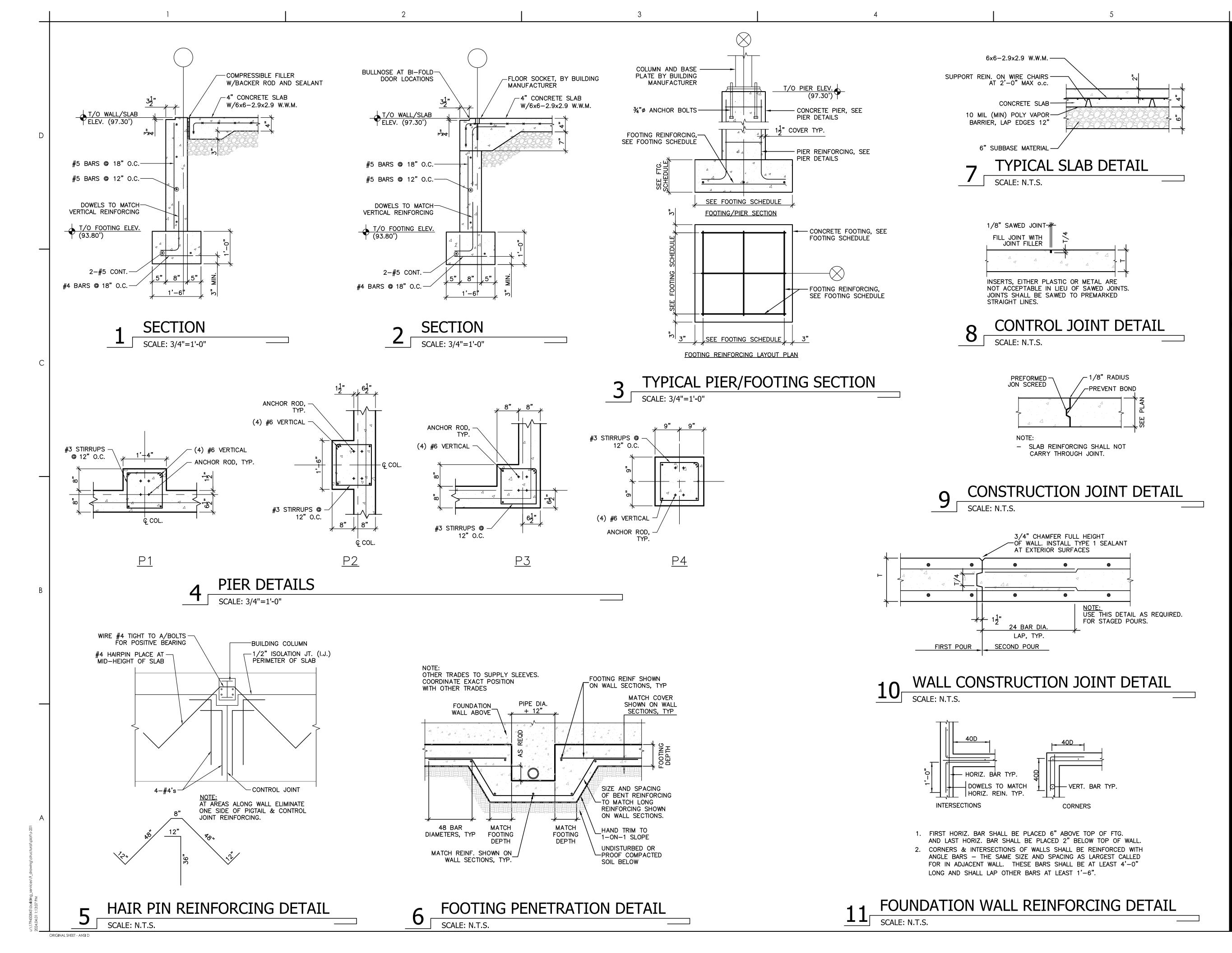
Meridan-Markham Municipal Airport

CONSTRUCT 4 - UNIT HANGARS

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Title FOUNDATION PLAN

Project N	0.	Scale	
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Revision	Sheet	Drawing No.	
0	8 of 14	S-101	





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**CONSTRUCT 4 - UNIT HANGARS** 

Meriden, CT

Title

FOUNDATION SECTIONS

Project No. Scale 179450845 AS SHOWN Revision Sheet Drawing No. **S-20** 9 of 14

ELECTRICAL GENERAL NOTES
<ol> <li>ALL GENERAL NOTES, SYMBOL LIST &amp; DETAILS ARE TO BE CONSIDERED AS APPLICABLE TO ALL ELECTRICAL DRAWINGS FOR THIS PROJECT. SYMBOLS AND ABBREVIATIONS SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY AND DO NOT INDICATE THEIR INCORPORATION IN THE DESIGN.</li> </ol>
2. ALL WORK PERFORMED ON THIS CONTRACT SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER AND SHALL BE IN COMPLIANCE WITH NEC, NFPA, IBC, OSHA, AND ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES.
3. THESE DRAWINGS ARE, IN GENERAL, MADE TO SCALE BUT ALL MEASUREMENTS SHALL BE TAKEN FROM FIGURED DIMENSIONS, AND NOT BY SCALING.
4. THE ELECTRICAL CONTRACTOR SHALL CONFER WITH ALL OTHER TRADES RELATIVE TO THE LOCATION OF APPARATUS AND EQUIPMENT AND SELECT LOCATIONS SO AS NOT TO CONFLICT WITH WORK OF OTHER TRADES.
5. LIGHTING FIXTURE MANUFACTURERS NAME & MODEL NUMBER ARE USED FOR DESCRIPTIVE PURPOSES ONLY AND ARE INTENDED TO INDICATE THE STANDA OF MATERIAL OR ARTICLES REQUIRED.
6. ALL EQUIPMENT SHOWN ON THESE DRAWINGS IS INTENDED TO BE GENERA REPRESENTATIVE OF THE EQUIPMENT WHICH WILL BE INSTALLED UNDER TI CONTRACT, BUT IT SHALL NOT BE ASSUMED THAT THE DRAWINGS INDICATE THE SPECIFIC CONFIGURATION, ARRANGEMENT OR POINTS OF CONNECTIO THE ACTUAL EQUIPMENT UNLESS NOTED OTHERWISE.
7. CIRCUIT BREAKERS USED FOR LIGHTING CIRCUITS SHALL BE SWITCH DUTY RATED AND APPROVED FOR USE WITH FIXTURES. CIRCUIT BREAKERS USED FOR HVAC AND REFRIGERATION EQUIPMENT SHALL BE "HACR" RATED.
8. ALL HOME RUNS FOR LIGHTING OR POWER CIRCUITS LONGER THAN 150 FEET SHALL BE INCREASED ONE SIZE. (IE: #12 TO #10).
9. ALL BRANCH CIRCUIT AND FEEDER CONDUCTORS SHALL BE SIZED FOR THE O.C.D. RATING FOR THAT CIRCUIT ACCORDING TO NEC ART 310 UNLESS OTHERWISE INDICATED ON THESE DRAWINGS. IN NO CASE SHALL CONDUCTO SMALLER THAN NO. 12 AWG BE USED FOR POWER OR LIGHTING CIRCUITS.
<ol> <li>PROVIDE 3/8" NYLON ROPE IN ALL EMPTY SERVICE RACEWAYS.</li> <li>ALL SLEEVES AND OTHER PENETRATIONS THRU FIRE RATED ASSEMBLIES SH/</li> </ol>
BE SEALED AFTER CABLE INSTALLATION WITH A FIRE RETARDANT COMPOUND 12. THE CONTRACTOR IS RESPONSIBLE FOR FIRESTOPPING AROUND ALL CONDUI
CABLES AND ELECTRICAL EQUIPMENT AT ALL PARTITIONS PIERCED PER NEC 300.21 AND IBC. 13. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL SEISMIC REQUIREMENT
<ul> <li>13. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL SEISMIC REQUIREMENT FOR THE INSTALLATION OF ELECTRICAL EQUIPMENT UNDER IBC</li> <li>14. GROUNDING SHALL BE PER N.E.C. ARTICLE 250, INSTALL GROUNDING</li> </ul>
CONDUCTORS WITH ALL FEEDERS AND BRANCH CIRCUITS. 15. ALL WIRING SHALL BE IN CONDUIT.
16. REMOVE EQUIPMENT, FIXTURES AND DEVICES THAT ARE NOT BEING REUSED AND DISCARD. OWNER HAS THE OPTION TO KEEP ANY MATERIAL DESIRED. EXISTING FIXTURES SCHEDULED FOR REUSE SHALL BE CLEANED.
<ul> <li>EXISTING FIXTURES SCHEDULED FOR REUSE SHALL BE CLEANED.</li> <li>17. PROVIDE ARC FLASH LABELS ON EQUIPMENT AS REQUIRED BY NPFA 70 - ART. 110.16.</li> </ul>
<ol> <li>PROVIDE AVAILABLE FAULT CURRENT VALUES AND DATE AS REQUIRED BY NFPA 70 - ART. 110.24. UTILITY SHALL PROVIDE THESE VALUES (<sup>1</sup>/<sub>2</sub> CYCLE SYMMETRICA RMS.)</li> </ol>
19. WHERE THE FAA AND CSI SPECIFICATIONS DIFFER, THE MORE STRINGENT REQUIREMENT SHALL BE REQUIRED.

3

GENERAL

E
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# LE OUTLET SYMBOLS

- OUP. NTED AT 42" A.F.F.
- DUTLET VNSTREAM RECEPTACLES ON SAME CIRCUIT.)
- CE MOUNTED IN "WIREMOLD"
- TING PER RESISTANT
- R COUNTER
- THER RESISTANT DEVICE IN A WEATHER PROOF IN-USE
- \_ AT TOP. DEVICES SHALL BE HOSPITAL GRADE, SEE
- ENIENCE RECEPTACLE MOUNTED AT +18" OR AS NOTED.
- PTACLE OUTLET NEMA 5-20R, HEAVY DUTY. +18" OR AS NOTED, SELF-ILLUMINATING, AND EVICES
- WHEN CONNECTED TO CRITICAL OR EQUIPMENT RECEPTACLE OUTLET (DOUBLE DUPLEX) NEMA 5-JTY. MOUNTED AT +18" OR AS NOTED, SELF-AND BACKPLATE. DEVICES SHALL BE RED WHEN O CRITICAL OR EQUIPMENT PANELS.
- RECEPTACLE OUTLET
- T NEMA 14-50R ("D" INDICATES DRYER OUTLET NEMA 14-30R OSE CONNECTION.
- V DUPLEX RECEPTACLE
- RECEPTACLE OUTLET W/ COVER. NEMA 5-20R
- K RECEPTACLE OUTLET W/ COVER. NEMA 5-20R
- L PURPOSE OUTLET LETTER(S) DL INDICATES ACTUAL EQUIPMENT SERVED.

# CONTROL SYMBOLS

## IONS

- IE AREA SHALL BE GANGED UNDER COMMON PLATE SWITCHES, THERMOSTATS ETC. TOGETHER. ON STRIKE SIDE OF DOOR. ADJUST TO MINIMIZE CUT OF TTER IS SWITCH CONTROL GROUP.
- VITCH MOUNTED AT +48" OR AS NOTED.
- TCH MOUNTED AT +48" OR AS NOTED. DIMMER AT +48" OR AS NOTED, PROVIDE
- TURES ACTUALLY SERVED.
- WITCH LIGHT MOUNTED AT +48" OR AS NOTED. R SWITCH CONFIGURATION(S)
- VITCH W/ PILOT LIGHT MOUNTED AT +48" OR AS NOTED. UAL MOTOR STARTER (WEATHERPROOF WHERE
- OCCUPANCY SENSOR WALL SWITCH H. OCCUPANCY SENSOR TWO BUTTON/LOAD WALL
- NSOR (CEILING MOUNT) . COMPATIBLE WITH ROOM WITCHING SYSTEM OR/AND LIGHTING CONTROL PANEL. GH CEILING TYPE. 'R' DENOTES HVAC RELAY
- LER (ABOVE CEILING MOUNT) TCH CONTROL. LDC - LOCAL DIMMING CONTROL. SWITCH CONTROL. NDC - NETWORK DIMMING CONTROL. S NUMBER OF LOADS. SEE DETAILS.
- MERGENCY CONTROL RELAY

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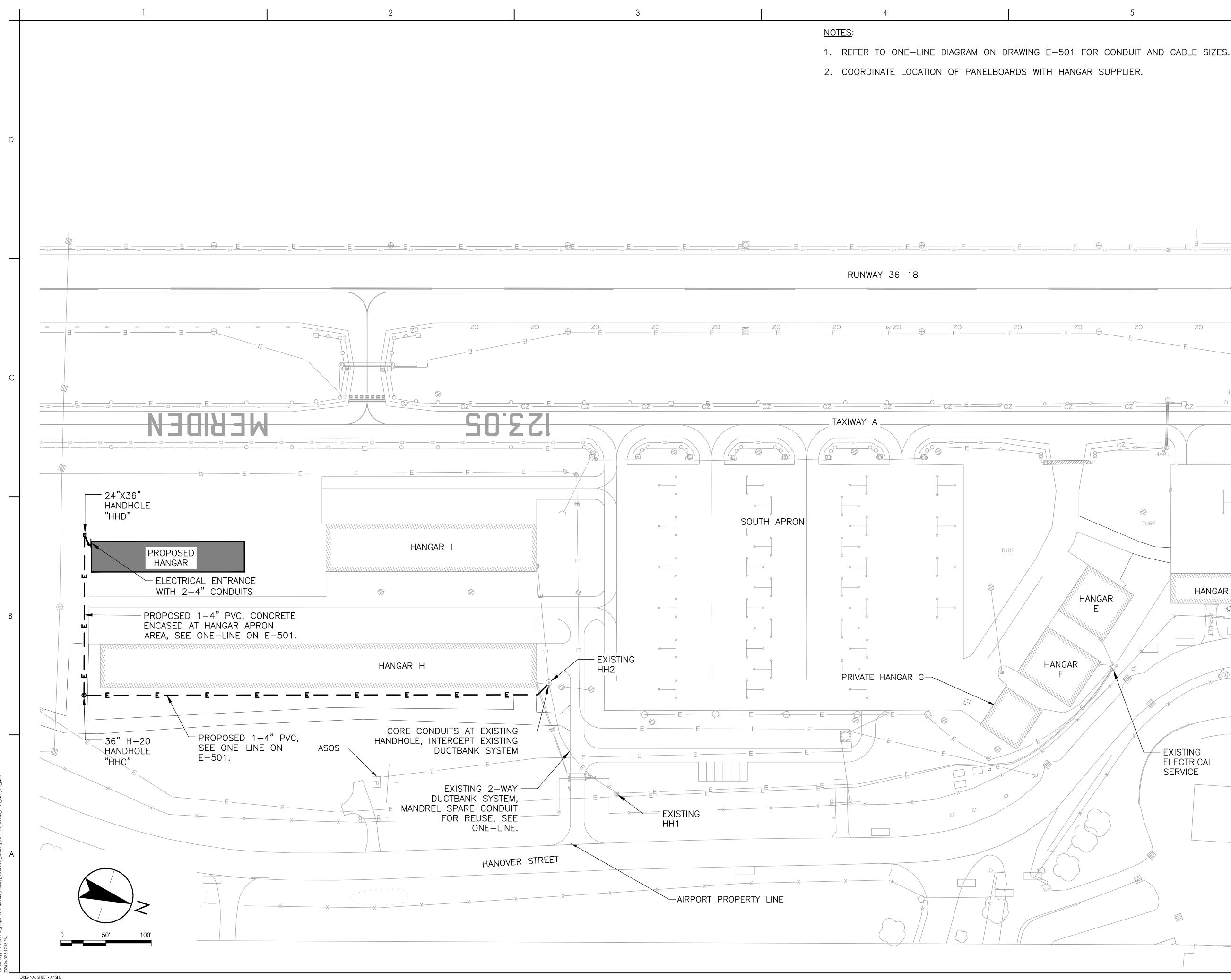
Meridan-Markham Municipal Airport

CONSTRUCT 4 - UNIT HANGARS

Meriden, CT

Title ELECTRICAL LEGEND AND GENERAL NOTES

Project N 1794508		Scale AS SHOWN
Revision 0	Sheet 10 of 14	Drawing No.





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\_\_\_\_\_\_ ZON\_\_\_\_\_ E\_\_\_\_ - CZ -— cz — \_\_\_\_\_ 0------TURF HANGAR D HANGAR \_\_\_\_\_ ₩ - EXISTING ELECTRICAL SERVICE E 

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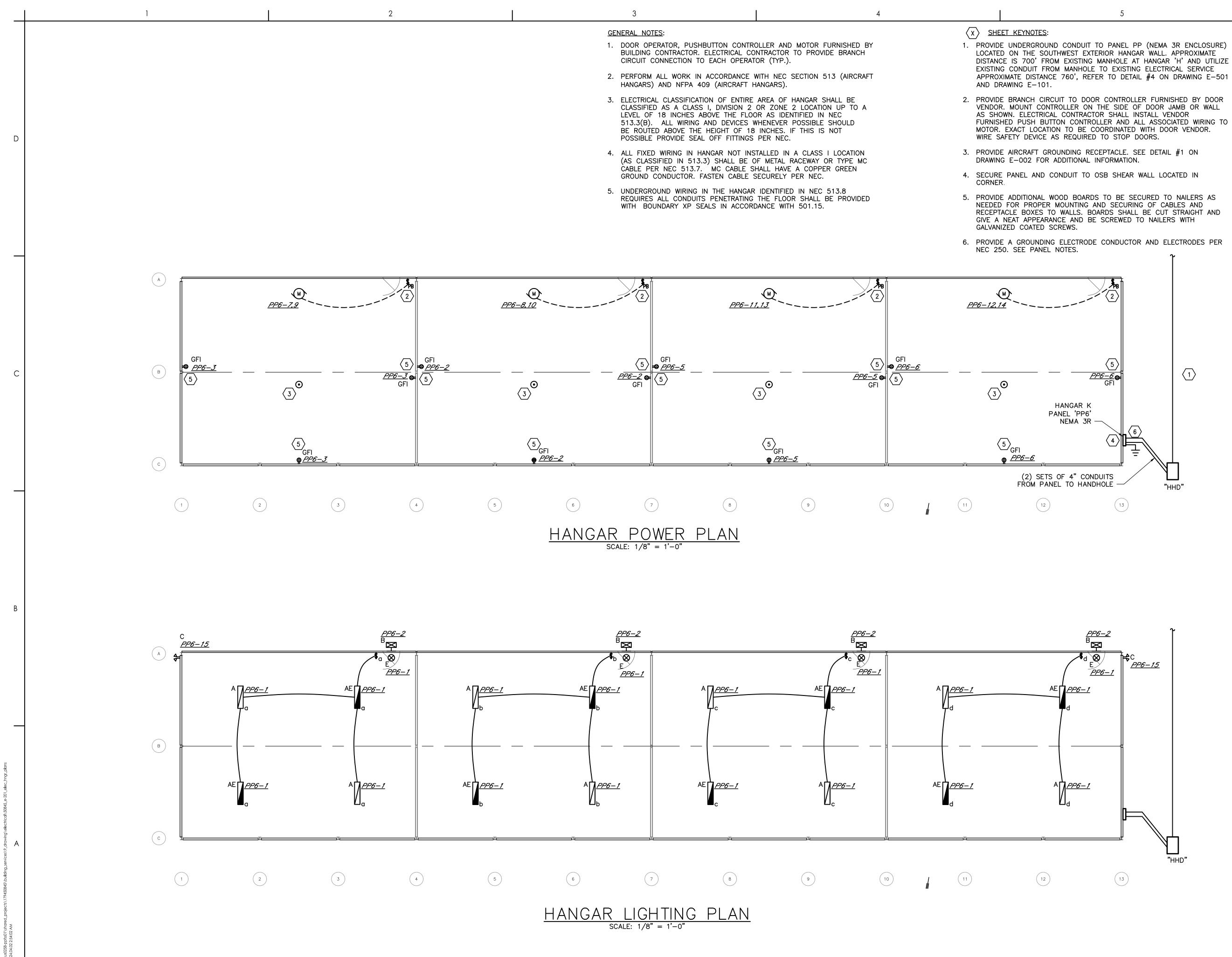
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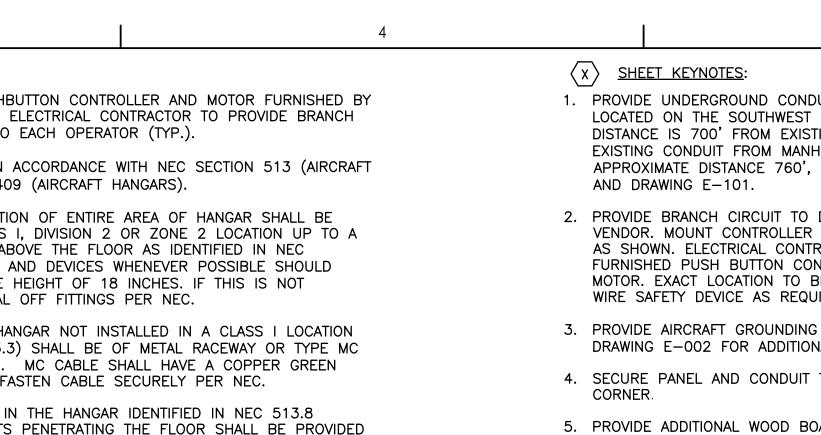
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Title ELECTRICAL SITE PLAN

Project No. 179450845		Scale AS SHOWN
Revision She O	eet 11 of 14	Drawing No.



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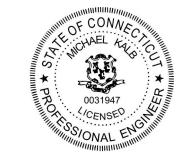
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Issued for Bid		САМ	PVE	2024.04.04
Issued		Ву	Appd	YYYY.MM.DD
File Name: 50845_E-201_ELEC_HNGR_PLANS	HAB Dwn.	MLC Dsgn.	MK Chkd.	YYYY.MM.DD

Permit/Seal



Client/Project Logo



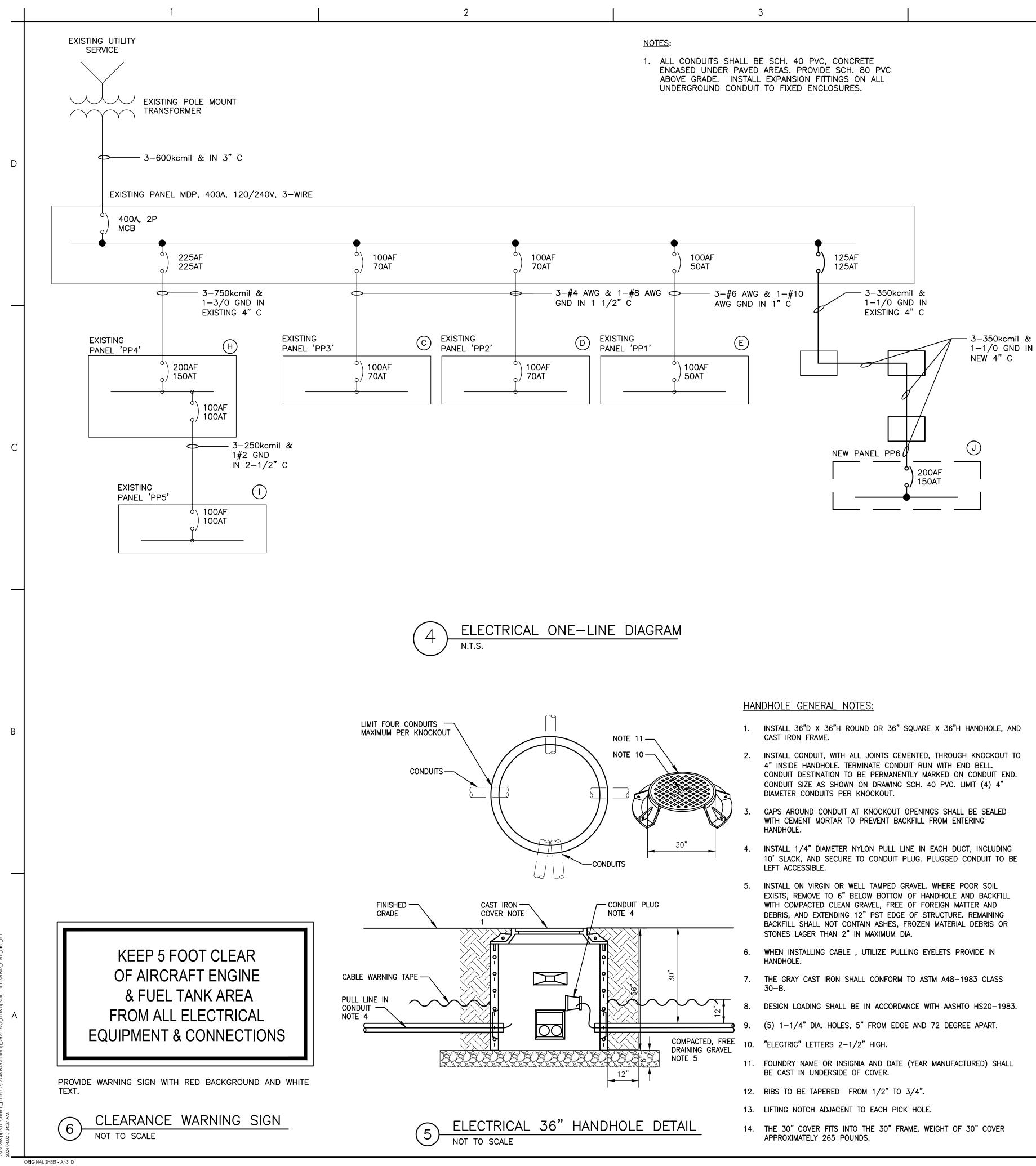
Client/Project Meridan-Markham Municipal Airport

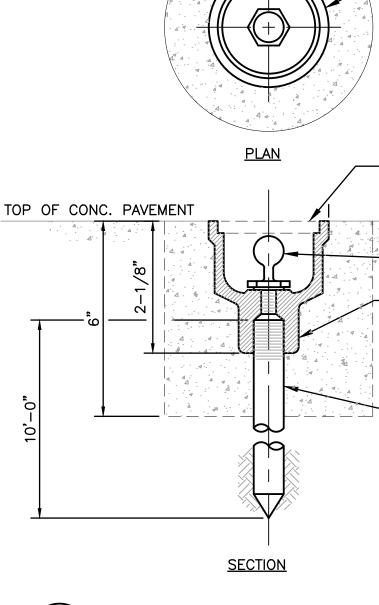
CONSTRUCT 4 - UNIT HANGARS

Meriden, CT

Title HANGAR POWER AND LIGHTING PLAN

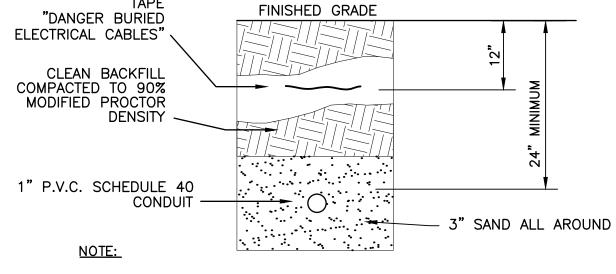
Project N 1794508		Scale AS SHOWN
Revision 0	Sheet 12 of 14	Drawing No.



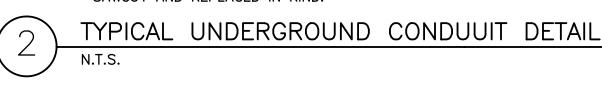


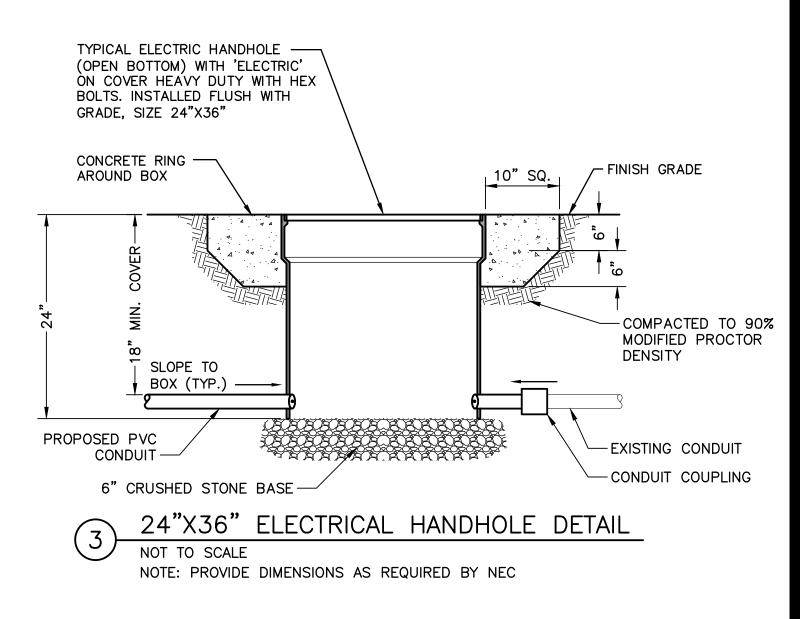
AIRCRAFT GROUNDING RECEPTACLE N.T.S.

MAGNETIC RED WARNING TAPE



### 1. THERE IS APPROXIMATELY 20' OF DRIVEWAY THAT WILL REQUIRE TO BE SAWCUT AND REPLACED IN KIND.





5
J

-NON-SHRINK GROUT, 2" ALL-AROUND.

SEE DRAWING E-201 FOR LOCATIONS

PROVIDE AS REQUIRED PER NFPA 409 – GROUND FACILITIES FOR STATIC ELECTRICITY.

- REMOVE CAP AFTER INSTALLATION AND RETURN TO OWNER

BRASS GROUNDING STUD

- BRONZE GROUNDING RECEPTACLE (CROUSE-HINDS TYPE GCR) TIGHTEN RECEPTACLE ON TO ROD TO 30 FOOT POUNDS OF TORQUE
- 3/4" DIA. x 10'-0" LONG, THREADED, COPPER CLAD STEEL GROUND ROD
- 1. CONCRETE COLLAR REQUIRED WHERE RECEPTACLE IS INSTALLED IN ASPHALT PAVEMENT. 2. INSTALL FLUSH WITH FINISHED FLOOR.

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Notes

Revision		Ву	Appd	YYYY.MM.DD
Issued for Bid		САМ	PVE	2024.04.04
Issued		Ву	Appd	YYYY.MM.DD
File Name: 50845_E-501_ELEC_DTLS	HAB	MLC	MK	
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

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Meridan-Markham Municipal Airport

CONSTRUCT 4 - UNIT HANGARS

Meriden, CT

ELECTRICAL ONE-LINE AND DETAILS

Project N	0.	Scale
1794508	345	AS SHOWN
Revision	Sheet	Drawing No.
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<b>/</b> IARK	MANUFACTURER	CATALOG NUMBER	DESCRIPTION OR SIZE	COLOR	MOUNTING		LIGHT SC	VOLTAGE	TOTAL		
ID						TYPE	LUMENS	CCT(K)	L70		WATTS
А	COLUMIBIA	LXEM4-35VL-DFA-EU-XEHC-WITH OCCUPANCY SENSOR OS2360WLK	4' VAPORPROOF LINEAR LED	WHITE	CHAIN MOUNT AT 14' AFF	LED	7086-8415	3500	60K HRS	120V	62
AE	COLUMIBIA	LXEM4-35VL-DFA-EU-ELL14-XEHC-WITH OCCUPANCY SENSOR OS2260WLK	4' VAPORPROOF LINEAR LED - EMERGENCY INTEGRAL COLD WEATHER BATTEY PACK		CHAIN MOUNT AT 14' AFF	LED	7086-8415	3500	60K HRS	120V	62
В	HUBBELL	LNC3-24L-3K-075-3-1-BL-PCU-EH	EXTERIOR LED ABOVE MAIN DOOR - EMERGENCY PACK AND INTEGRAL PHOTOCELL	BLACK	SURFACE	LED	4784	3000	50K HRS	120V	55
С	FLIGHT LIGHT	FL-810-R-AC1-D-HUB-P	TWIN L-810 OBSTRUCTION LIGHTS - COORDINATE WITH FAA REGULATIONS	RED & YELLOW	SURFACE	-	-	-	-	120V	232
Е	HUBBELL	EVEURWEI	EXIT SIGN WITH BATTERY BACKUP AND INTEGRAL HEATER	WHITE	SURFACE	RED LED	-	-	-	120V	2

NOTES:

1. ALL NECESSARY MOUNTING HARDWARE, HANGERS, BREAKET, STEMS, CHAINS, ETC SHALL BE PROVIDED.

2. ALL LUMINAIRES LISTED ARE DESING BASE, ENGINEER MUST APPROVE EQUALS;

3. LUMINAIRES SHALL BE SEISMICALLY SUPPORTED AS REQUIRED BY THE CONNECTICUT STATE BUILDING CODE. 4. ALL EXIT SIGNS SHALL BE WIRED TO THE LINE SIDE OF THE SIDE OF LOCAL LIGHTING CIRCUIT, AHDEAD OF ALL SWITCH DEVICES.

BUS 125A																
PANEL RATING	PANEL RATING 10 KAIC															MOUNTING
SUPPLY VOLTAG	E 120/24	-OV														DRAWING No.
SERVICE	1 PHA	SE, 3 WIRE														_
WIRING		DESCRIPTION	CODE	VA C	R W	BRE	AKER	CKT.	BUS	CKT.	BRE	AKER	VAC	DR W		DESCRIPTION
WIRE	COND		CODE	ØA	ØВ	POLE A		NO	CON NO				ØA	ØВ	CODE	
2#8, #8G	3/4"	INTERIOR LIGHTING	LTS	1000		1	20	1	x	2	1	20	240		LTS	LTS - OUTSIDE
2#10, 1#10G	3/4"	RECP - HANGAR a	RECP		540	1	20	3	x	4	1	20		540	RECP	RECP - HANGA
2#10, #10G	3/4"	RECP - HANGAR c	RECP	540		1	20	5	x	6	1	20	540		RECP	RECP - HANGA
2#10, 1#10G /	/ \\ 3/4" /	\\ HANGAR 1 DOOR MOTOR	/ 0		830	\\ 2 /	\\ 20 /	7	x	8	\\ 2 /	\\ 20 /		830	0	\\ HANGAR 2 DO
1	N// N	/ a	\\ 0	830		/ \\	/ \\	9	x	10	/ \\	/ \\	830		0	/ b
\ 2#12, 1#12G /	'  \\ 3/4" /	\\ HANGAR 3 DOOR MOTOR	/ 0		830	\\ 2 /	\\ 20 /	11	x	12	\\ 2 /	\\ 20 /		830	0	\\ HANGAR 4 DO
//	N// N	/ c	\\ O	830		/ \\	/ \\	13	x	14	/ \\	/ \\	830		0	/ d
		LTS - BEACONS - WEST SIDE	LTS		460	1	20	15	x	16	1	20				SPARE
		SPARE				1	20	17	x	18	1	20				SPARE
		SPARE				1	20	19	x	20	1	20				SPARE
2#10, 1#10G /	/ \\ 3/4" /	\\ SPD	/ POWR			\\ 2 /	\\ 30 /	21	x	22	\\ 2 /	\\ 60 /				\\ FUTURE
1	N// N	1	\\ POWR			/ \\	/ \\	23	x	24	/ \\	/ \\				1
	•	TOTAL 1	•	3200	2660					TOTA	L 2		2440	2200		
		TOTAL 2		2440	2200	1						•			-	
		TOTAL 1+2		5640	4860	1										
		CONN. LOAD TOTAL			10500	1	MAI	N BRE	AKE	R	12	25				MAIN LUGS
CONN. AMPERES TOTAL				44	-	FEE	DERE	ENTÉ	RANC	ET	OP/BOT	том		-	ENCLOSURE TYPE	
	EST. DEMAND LOAD TOTAL				8840	-	FEE	DERS	SIZE	125					-	ACCESSORIES
		EST. DEMAND AMPERES TOTAL			37	-		IRCE				EE ONE			-	
		· · · · · · · · · · · · · · · · · · ·				-			PF			OOR-IN			-	

PROVIDE 'HACR' RATED TYP. BREAKERS FOR MECHANICAL MOTOR LOADS

US 4004		PANEL No. MDP												LOCATION Outdoor					
ANEL RATING 42 k		Existing Panel											MOUNTING SURFACE						
UPPLY VOLTAGE 120/24																			
ERVICE 1 PHA	SE, 3 WIRE																		
WIRING	DESCRIPTION	CODE	V		V BREA	AKER	CKT.	BUS	CKT.	BRE	AKER	T	VA OR V	CODE	DESCRIPTION		W	IRING	
WIRE COND	1	CODE	ØA	ØВ	POLE	А	NO	CON	NO	POLE	A	ØA	ØB	CODE		CO	ND	WIRE	
SEE RISER / W /	\\ HANGARS	POWR	3362		\\ 2 /	\\ 60 /	1	x	2	\\ 2	/ \\ 70 /	5640	1	POWR	\\ HANGAR E	/ \\	/\\	SEE RISE	
// //	/ PRIVATE \	POWR		990	7 W	/ \\	3	x	4	/ \	\/ W		4860	POWR	/ 4 UNITS A	1/	11/		
SEE RISER / W /	\\ HANGAR C	POWR	2902		\\ 2 /	\\ 70 /	5	x	6	1\ 2	/ \\ 70 /	375		LTS	\\ LTS - SITE LIGHTING	7 11	/\\	EXISTING	
W V V	\// \\	POWR		990	/ \\	/ \\	7	x	8	/ \	1/ 11		375	LTS	/ 3 north	A /	11/		
EXISTING / W /	\\ LTS - SITE LIGHTING	LTS	375		\\ 2 /	\\ 20 <i> </i>	9	x	10	11 2	/ \\ 20 /	400		LTS	\\ LTS - SITE LIGHTING	/ \\	/\\	EXISTING	
// //	/ 3 north	LTS		375	1 1	/ \\	11	x	12	/ \	\/ W		400	LT <b>S</b>	/ 2 south	A /	\\ /		
EXISTING / W /	\\ LTS - SITE LIGHTING	'LTS	600		\\ 2 /	\\ 20 /	13	x	14	₩ 2	/ \\ 70 /	3114	1	POWR	\\ HANGAR D	/ \\	/ \\	SEE RISE	
// //	/ 3 south	LTS		600	1 1	/ \\	15	×	16	/ \	\/ W		990	POWR	/	A /	\\ /		
3/4"	RECP - AT PANEL	RECP	180		1	20	17	x	18	1	20	190		LTS	LTS - CONTROL TIME CLOCK				
	SPARE				1	20	19	x	20	\\ 2	/ \\ 70 /			POWR	\\ SPARE - Private Hangar if Room	/ \\	/ \\		
	SPARE				1	20	21	x	22	/ \	\/ W			POWR	/	۸ <i>۲</i>	\\ /		
	SPARE				1	20	23	x	24	1	20				SPARE			-	
	SPARE				1	20	25	x	26						SPACE				
	SPACE						27	x	28						SPACE				
	SPACE						29	x	30						SPACE			-	
	SPACE						31	x	32	11 2	/\\125 /		4860	POWR	II HANGAR J	1 11	/ \\	SEE RISE	
	SPACE						33	x	34		<u> 1</u>	5640		POWR	1	A /	11/	-	
	SPACE						35	X		\\ 2	/ \\ /			POWR	ll .	/ \\	/ //		
	SPACE						37				// //			POWR	-	A /	\\[/	-	
	SPACE						39	X			/ \\225 /		16140			/ \\	/[\\	SEE RISE	
	SPACE						41	x	42	1	\/ \\	16140	1 1	POWR	/	A[/	\\[/		
	TOTAL 1		7419	2955				l	TOTA	AL 2		31499	27625						
	TOTAL 2		31499																
	TOTAL 1+2		38918	30580															
	CONN. LOAD TOTAL			69498		MAIN	BRE.	AKE	ER	400	100% R	ATED			MAIN LUGS	MC	В		
	CONN. AMPERES TOTAL			290		FEEI	DER E	ENTÉ	RANC	E	ГОР/ВО	ттом			ENCLOSURE TYPE	NEM/	A 3R		
	EST. DEMAND LOAD TOTAL			86866		FEEI	DER S	SIZE	400	A S	SEE ON	E-LINE			ACCESSORIES * INDICATES GFI BF	REAKE	R		
	EST. DEMAND AMPERES TOTAL			362		SOU	RCE			Ś	SEE ON	E-LINE			** INDICATES LOCK	ON D	EVICE		
						PAN	EL TY	ΡĒ		(	DOOR-IN	1-DOOR			*** TWISTLOCK REC	CPTAC	LE		

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OUTDOOR SURFACE WIRING COND WIRE 3/4" 2#8, #8G 3/4" 2#10, #10G GAR b 3/4" GAR d 2#10, #10G OOR MOTOR / \\ 3/4" / \\ 2#10, 1#10G OOR MOTOR / \\ 3/4" / \\ 2#12, 1#12G

MCB NEMA 3R \* INDICATES GFI BREAKER \*\* INDICATES LOCK ON DEVICE \*\*\* TWISTLOCK RECPTACLE

	MCB
F	PE NEMA 3R
	* INDICATES GFI BREAKER
	** INDICATES LOCK ON DEVICE
	*** TWISTLOCK RECPTACLE

Notes

By Appd YYYY.MM.DD Revision Issued for Bid PVE 2024.04.04 CAM

	Ву	Appd	YYYY.MM.DD
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Dwn.	Dsgn.	Chkd.	YYYY.MM.DD
		HAB MLC	HAB MLC MK

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Client/Project

Meridan-Markham Municipal Airport

CONSTRUCT 4 - UNIT HANGARS

Meriden, CT

# Title ELECTRICAL SCHEDULES

Scale Project No. as shown 179450845 Drawing No. Revision Sheet 14 of 14 0