

**Contract Documents and Specifications for
AWOS Installation Project
For
24AWPTLAV
Calhoun County Airport
Port Lavaca, Texas**

BID NUMBER: 2025.06



SEALED BIDS ARE DUE UNTIL:
2:00:00PM, Thursday, April 10, 2025

AT THE OFFICE OF:
Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, April 10, 2025 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2025.

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NOTICE TO BIDDERS

Automated Weather Observation System

Sealed bids for the installation of Automated Weather Observation System III with optional Present Weather Sensor and Thunder Strike Alert (AWOS III PT) to replace an existing Automated Weather Observation System need to be addressed and delivered to the Calhoun County Judge Vern L. Lyssy, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979. Bids will be accepted until, Thursday, April 10, 2025 at 2:00:00PM then publicly opened and read. Any bid received after closing time will be returned unopened.

In general, the Aviation Construction work consists of: Siting and licensing (if relocating) and installation of an Automated Weather Observation System III with optional Present Weather Sensor, Thunder Strike Alert (AWOS III PT) to replace an existing Automated Weather Observation System. The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, latest version and FAA Order 6560-20B, or latest version.

Bidding documents may be examined at: www.calhouncotx.org, (under Public Notices, Bid Notices and Results, Bid Notices, 2025)

Technical questions concerning the specifications should be directed via email to Lou Svetlik (361) 550-1135, gatewayflightcenter@gmail.com at least 10 days prior to the bid opening should the owner require technical assistance to respond.

Minimum wage rates have been predetermined as required by law and are set forth in the specifications.

Cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank") in the amount of two percent (2%) of the total bid price stated in the bid, made payable without recourse to the Owner or a bid bond in the same amount from a reliable corporate surety authorized to do business in the State of Texas and acceptable to the Owner, must accompany each bid as a guarantee that the bidder, if successful, will enter into a contract, and make bond in accordance with the requirements of the specifications. The Owner reserves the right to retain any check, bank money order or bank draft as liquidated damages in the event the bidder withdraws its bid after the bids are opened and before official rejection of the bid by the Owner, or, if successful in securing the award of the contract, the successful bidder fails to enter into the contract and fails to furnish satisfactory performance and payment bonds.

The successful bidder will be required to furnish a Performance Bond and Payment Bond, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

The proposed contract is subject to the Vernon Texas Civil Statutes, Article 601.b now codified as the State Purchasing and General Services Act, Texas Government Code, Chapter 2151 et seq. concerning the participation of Historically Underutilized Business. HUB goal is set at 0%.

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

The Owner hereby notifies all bidders that it will affirmatively assure that minority enterprises are afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, or national origin in consideration for an award.

BIDDER QUALIFICATIONS

I. QUALIFICATIONS

- A. Each Bidder shall furnish the Owner satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a list of projects currently in process and the percent of completion, a list of equipment that would be available for the work, and a list of key personnel that would be available.
- B. In addition, each Bidder shall furnish the Owner satisfactory evidence of the Bidder's financial responsibility. Such evidence shall consist of a classified balance sheet, which has been compiled and signed by an independent certified public accountant, reflecting current assets in excess of current liabilities (positive net working capital) as of the last calendar year or the Bidder's last fiscal year. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.
- C. The Bidder shall provide a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage.

II. SUBMISSION OF QUALIFICATIONS

- A. Each bidder shall submit the Bidder's "evidence of competency", "evidence of financial responsibility", and "evidence of insurance coverage" for "worker's compensation, commercial general liability and Texas business automobile" to the Owner at the date, time and location specified for opening bids. These items shall be submitted in the envelope with your bid marked with project number, location of airport, and name and business address of the bidder.
- B. Bids that do not include the qualification requirements listed above will be considered non-responsive and therefore disqualified.
- C. BIDS SUBMITTED WITHOUT SUBMISSION OF **ALL** QUALIFICATIONS WILL NOT BE READ.

INSTRUCTIONS TO BIDDERS

IB-1. The Owner requires that Bidder shall reference the Aviation Division General Construction Contract Provisions, volume dated February 2013, for all general contract provisions. General Construction Contract Provisions may be obtained at TxDOT, Aviation Division, 6230 East Stassney Lane, Austin, Texas 78744; Use latest version of referenced Advisory Circulars as well as Calhoun County's General Conditions.

IB-2. The Bidder shall refer to: BIDDER QUALIFICATIONS section of the bid document.

IB-3. The Bidder shall submit the completed bid either on the form furnished by The Owner or by submitting an electronically printed version. All blank spaces in the bid form 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) **BOTH** in words and numerals for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder may also submit an electronically **printed** bid. The bid must have pay items in the same order and with the exact information as found on the Owner's bid form. The Bidder is responsible for incorrect information and will be considered non-responsive if pay items are changed in wording or order on the electronically printed form. Electronically printed bids are not required to have the unit prices written in words. Electronically printed bid **may not** be submitted electronically.

The Bidder shall sign the bid in ink. If the bid is made by an individual, the individual's name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the person signing the bid 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.

IB-4. The Bidder shall submit completed copies of all items identified under "Bidder Qualifications". **Bids received without Bidder Qualifications will not be read.**

IB-5. Receipt of all addenda issued shall be acknowledged by the Bidder in the space provided on the bid form.

IB-6. Bids may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures or erasures not initialed by the person or persons signing the bid, or irregularities of any kind.

IB-7. The bid shall be accompanied by a Bid Guarantee of the character and in the amount as indicated in the bid.

IB-8. Any questions arising during the advertising period as to meaning or intent of the specifications will be answered by an addendum prepared by the Owner. Contractor will be responsible for obtaining addenda at our website: www.calhouncotx.org, (under Public Notices, Bid Notices and Results, Bid Notices, 2025). All addenda issued shall become a part of the contract documents.

Bidders are responsible for checking this website regularly for any changes to the bid documents, such as Addendums.

IB-9. Each bid 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 bid, marked as indicated above, should be enclosed in an additional envelope. Bids, which are transmitted by telephone, by telegraph or by electronic means, will not be accepted.

IB-10. No bid will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened.

IB-11. Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders.

IB-12. Generally, materials incorporated into a project, such as concrete, rebar, asphalt, etc., are tax exempt. Other items not incorporated into the project such as barricades and equipment rental may be subject to sales tax. A copy of the Texas Sales and Use Tax Exemption form is available through the State Comptroller website at <http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>. This form is a self-certification process. The contractor must complete the form and retain the document in their files. A copy of the form should be sent to the seller/supplier. Bidders should contact their tax consultant or the Texas Office of the Comptroller with any questions related to the payment of sales tax.

BID

Project Description: Siting, licensing and installation of Automated Weather Observation Systems III with Present Weather Sensor and Thunderstrike Alert.

Bid by: Name of Bidder: _____
Address: _____
Telephone: _____ Fax: _____
E-mail Address: _____

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated below:

Base Bid: Replace in Existing Location

Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
1	1	LS	Remove existing equipment and replace in current location, AWOS III including present weather sensor, with a self-supporting tower installed complete in place according to specification. _____ dollars _____ cents	\$ _____	\$ _____
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. _____ dollars _____ cents	\$ _____	\$ _____
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) _____ dollars _____ cents	\$ _____	\$ _____

Total Base Bid \$ _____

Alternate Base Bid: Replace and Relocate

Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
1	1	LS	Remove existing equipment and relocate and install AWOS III including present weather sensor with self-supporting tower installed complete in place including site selection, site approval by TxDOT and FAA, and acquisition of FCC licensing, according to specification. Bidders shall account for all necessary expenses and effort related to site preparation to obtain a commissioned AWOS. _____ dollars _____ cents	\$ _____	\$ _____
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. _____ dollars _____ cents	\$ _____	\$ _____
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) _____ dollars _____ cents	\$ _____	\$ _____

Total Alternate Base Bid \$ _____

Additive Alternate Bid 1-2 Items below should be bid with the option to award depending on the availability of funds					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
A1	1	EA	Thunder Strike Alert _____ dollars _____ cents	\$ _____	\$ _____
A2	1	EA	Upgrade to Ultra Sonic Wind Sensor _____ dollars _____ cents	\$ _____	\$ _____

Total Bid \$ _____

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and numbers. In case of discrepancy the unit price amount shown in words shall govern. Bidders shall bid on the Base Bid, **Alternate Base Bid**, and Additive Alternate 1. Bidders may bid on Alternate Number 2.

The Owner reserves the right to award to the lowest responsible bidder and for any combination of the base bid and alternates in order to obtain the best value for the Owner per Texas Local Government Code Section 252.043, Texas Government Code Section 2156.007 (d), or Texas Government Code Sections 2269.055 and 2269.056, to the extent the referenced statute is applicable to this project. Funding availability will be considered in selecting the bid award.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" for installation of the equipment. Following issuance of the written "Notice to Proceed" for installation, installation shall be completed within 90 calendar days thereafter (does not include TxDOT, FCC and FAA review time). Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved change Order.

Bidder understands the Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of the written "Notice of Award", the bidder will execute the formal contract agreement within 14 days and deliver a surety bond or bonds as required under the contract documents. The bid security attached in the sum of 2% of the total bid price _____ is not executed as set forth in the contract documents as liquidated damages for the delay and additional expense caused thereby.

By submission of a bid under this solicitation, bidder certifies the only persons or parties interested in this bid are those named, and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the project.

Signature

Title

Printed Name

Phone

Mailing Address

City, State, Zip Code

Addendum:

The undersigned Bidder certifies that he has acknowledged the addendum(s) to the contract as indicated below.

Addendum No.: _____ dated: _____

Addendum No.: _____ dated: _____

Addendum No.: _____ dated: _____

Qualification Acknowledgment:

The undersigned Bidder has enclosed the bidder's qualifications per General Provision 20-02, Prequalification of Bidders.

_____ I have enclosed qualification statements.

Qualification Acknowledgment Signature:

Signature

Title

Mailing Address

City, State, Zip Code

Insert Evidence of Competency

Insert Evidence of Financial Responsibility

**Insert Evidence of Insurance Coverage for Worker's Compensation
and Commercial General Liability and Texas Business Automobile**

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF _____ }

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)
as defined in Government Code §2252.001 and our principal place of business is
_____.
(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)
defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AWOS Technical Specifications

1. Project Description:

- 1.1. The project shall consist of replacing an existing Automated Weather Observing System with an Automated Weather Observing System III with Present Weather Sensor and Thunder Strike Alert components (AWOS III P/T) at the Calhoun County Airport. The system shall be installed in accordance with Federal Aviation Administration Advisory Circular 150/5220-16, (latest revision), "Automated Weather Observing Systems (AWOS) for Non-federal Applications" and as indicated in this specification.

The system as installed will include all labor, equipment, materials, peripherals, training, services, one-year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration (FAA). Vendor shall have FAA certification for the AWOS III P/T at time of bid submittal and will provide copies of such approval with their bid submittal.

- 1.2 The Vendor shall ascertain that all AWOS and VHF system components installed in the system are compatible in all respects with each other and the remainder of any existing system. Any non-compatible components shall be replaced with compatible components at no additional cost to the owner.
- 1.3 The Vendor shall utilize an established and proven equipment configuration.
- 1.4 Not applicable
- 1.5 Vendor will prepare the Memorandum of Agreement (MOA) and Operations and Maintenance Manual (OMM) as required by FAA Order 6700.20 for owner signature before scheduling FAA commissioning ground inspection and any other checks required before the AWOS can be authorized to operate.
- 1.6 The following documents shall be considered a part of these provisions:
- AC 150/5220-16, (latest revision) "Automated Weather Observing Systems for Non-Federal Applications"
 - FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observing Systems"
 - AC 70/7460-1, (latest revision) "Obstruction Marking and Lighting"
 - TxDOT Aviation Division General Construction Contract Provisions, Volume dated February 2013 and Calhoun County General Conditions.

2. Site Location, if AWOS is relocated:

- 2.1. The Vendor shall comply with FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observation."
- 2.2. Vendor shall consider location of available electrical power to reduce sponsor's cost for installation of power at the site when selecting the AWOS site.
- 2.3. The Vendor must submit locations to Owner/State for approval on furnished copy of Airport Layout Plans marked with latitude/longitude and elevation before submitting FAA Form 7460-1. Owner/State shall approve final site selection.
- 2.4. Site approval and documents/applications for the AWOS installation and VHF equipment will be submitted to the FAA and the FCC by the Vendor. If a UHF data link is used in place of the data/control cable connection to the AWOS processor, licensing of the UHF frequency is the responsibility of the Vendor.
- 2.5. The Vendor must notify Owner/State of telephone and electrical connection requirements for the selected AWOS site. Vendor shall coordinate location and requirements with owner so that necessary utility connections can be installed in sufficient time for the installation of the equipment.
- 2.6. Site selection shall be made, and proper forms executed and filed with FAA within 90 days from notice to proceed for site selection. Owner/State review and approval will be in addition to the 90-day time frame.
- 2.7. Vendor shall notify Owner/State of any issues occurring with forms filed with FAA for the selected site, and any re-submission of site selection forms.
- 2.8. Vendor shall anticipate the possibility of multiple siting visits per airport, if necessary.

3. FCC License(s)

- 3.1. Vendor must submit necessary forms and acquire Federal Communications Commission License for an AWOS VHF broadcast license. If required, Vendor shall also submit all necessary forms and acquire FCC license for UHF license.
- 3.2. Vendor shall coordinate and monitor the receipt of the licenses with Owner/State and FCC to ensure all necessary licenses are received. Vendor shall submit report to Owner/State with all FCC license call signs and expiration dates.

4. Site Preparation

- 4.1 The Vendor shall provide all necessary site preparation work for installation of the AWOS, which includes, but is not limited to removal of existing AWOS, foundations and grounding systems if necessary, grading, leveling, grubbing, and making the site acceptable for installation of necessary foundations and equipment.
- 4.2 Electrical power supply and telephone line for the operation of the system shall be provided by the airport sponsor. The electrical power supply shall terminate with an electrical disconnect 25 feet from the designated installation location. The telephone line shall also terminate at this location in an appropriate box.
- 4.3 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 4.4 If needed, Vendor shall construct concrete foundations for tower base and other equipment. AWOS Manufacturer shall submit foundation drawings specific to selected site and equipment with specified concrete compressive strength and reinforcing requirements.
- 4.5 Following installation, site shall be cleaned, debris removed, and surface leveled to that of surrounding areas to allow for mowing and maintenance of the area disturbed.

5. Installation:

- 5.1. Vendor shall not proceed with installation until approved schedule is developed and only following a notice to proceed by the Owner.
- 5.2 The work shall be performed by the AWOS manufacturer or approved contractor regularly engaged in work of this type, and shall include furnishing and installing the equipment, calibration, start-up, and commissioning of equipment.
- 5.3 Sensors shall be installed at the locations and elevations as approved by Owner/State and the Federal Aviation Administration. All connections of the cables to the sensors, AWOS tower, processing unit and data terminal will be in accordance with the manufacturer's specifications. VHF antenna shall be mounted at the AWOS site unless other location is approved by Owner/State.
- 5.4 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 5.5 Vendor shall anticipate multiple installation visits as conditions dictate.

6. Equipment:

- 6.1. AWOS III Instrumentation: The systems to be installed shall be FAA certified as AWOS III or AWOS III P/T as finally configured at time of contract award. All equipment provided shall be new and meet the specifications in FAA AC 150/5220-16 (latest revision).

- 6.1.1. Tower: Existing tower can be refurbished and used if it meets current standards and Vendor equipment. If new tower is needed, Vendor shall install either a self-supporting or a tilt-over tower as specified by manufacturer for the system and as indicated on the project specific bid form. The tilt-over tower shall have a steel supporting rest in a concrete foundation that is required to hold tower in its tilt-down position without touching ground. Either tower type shall not exceed the height specified for the equipment to be installed on the tower.

The tower shall be painted with a six-band marking with alternating bands of aviation surface orange (the top band) and white. The bandwidths shall be 1/6 of the height of the tower and perpendicular to the vertical axis of the tower with the bands at each end-colored orange. Paint and aviation colors shall conform to Federal Standards. The tower shall be primed in accordance with the tower manufacturer's specifications prior to painting.

A Dual L-810 obstruction light shall be placed within 5 feet of the top of the tower in accordance with FAA requirements. The two lamps on the L810 shall be wired in parallel on a dedicated circuit.

- 6.1.2 Voice Subsystem: A. The voice subsystem shall provide high quality, computer-generated speech for output of the AWOS observation. The voice subsystem should also provide the speech for the local ground-air radio broadcast and for telephone dial-up users. The system shall have the capability of hooking up to a minimum of two (2) phone lines, and for the addition of a manually input voice message at the end of the computer-generated voice message. The system shall have the capability of remotely programming a voice message via telephone. A security access code shall prevent unauthorized use, and the system will automatically play back the recorded message and allow the user to reprogram, delete, or accept the message.
- 6.1.3 Uninterruptible Power Supply: The Vendor shall provide a UPS to regulate power and provide a back-up power supply source for power outages. The UPS shall be capable of powering the AWOS for a minimum of one (1) hour.
- 6.1.4 NADIN/WMSCR Interface: The AWOS shall include equipment for interfacing with a Vendor that is approved to download information through the National Airspace Data Interchange Network (NADIN) and into the Weather Message Switching Center Replacement (WMSCR). Vendor shall provide one (1) year of NADIN connection service to be concurrent with AWOS maintenance contract.

- 6.1.5 Transient and Lightning Protection: AWOS equipment should be protected against damage or operational upset due to lightning surges, power line transients and surges, and from other electromagnetic fields and charges on all sensor input lines, sensor supply lines, and incoming power and data communications lines. Lightning protection systems shall be designed and installed in accordance with the Lightning Protection Code, NFPA 780, and the manufacturer recommendations for all equipment.
- 6.1.6 Test Equipment: The Contractor shall supply the Owner with the necessary test equipment to maintain the AWOS weather sensors according to the manufacturer's FAA approved maintenance plan.
- 6.1.7 Spare Components: The Contractor shall provide the Owner with the manufacturer's minimum recommended spare components necessary to restore the AWOS to service following a malfunction.
- 6.1.8 Maintenance Agreement: The Vendor shall provide a one (1) year AWOS maintenance agreement that meets the requirements of FAA AC No. 150/5220-16 (latest revision) and begins on the date of FAA commissioning. The maintenance agreement shall include all required inspections and maintenance as defined by AC No. 150/5220-16 (latest revision) but will not include any repairs made under the one-year warranty for the installed system.

7. Additional Services

- 7.1. The Vendor will perform the following:
 - a. Conduct all required systems performance tests. System must be in total working condition before scheduling FAA site commissioning. If multiple FAA commissioning visits are necessary, Vendor shall reimburse other contractors, the FAA, and the owner for associated additional travel costs if requested.
 - b. Prepare the AWOS for the FAA ground check. Place and keep the AWOS in an operational test mode until it is certified by the FAA. If the FAA disapproves either the ground check or flight check, the Vendor shall correct the discrepancies and re-schedule the FAA ground or flight check.
 - c. Provide a qualified technician on site for any required FAA ground check, flight check, and site commissioning of the AWOS.
 - d. Post any certificates and notices required in AC 150/5220-16, (latest version).

- e. Vendor to schedule a session after commissioning at the airport to provide complete system operation, maintenance, and repair training. Vendor will ensure that all airport representatives and operators as designated by the owner are notified of the training session and will personally conduct the training on site.
- f. Provide one complete set of AWOS system manuals to the owner.

8. Basis of Payment

8.1 Siting, Licensing and Installation:

- a. Each system shall be installed in accordance with the Plans and General and Special Provisions. The unit price shall be full compensation for all labor, equipment, materials, peripherals, training, services, one-year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration.
- b. The contractor is eligible to receive payment up to 95% of the contract amount pending final inspection and acceptance by Owner/State. Release of final payment does not release Vendor of obligation to have equipment certified and commissioned by FAA. Vendor shall correct, repair and/or replace any equipment necessary to have equipment commissioned by FAA. Vendor is not released from this contract until final commissioning of the system.
- c. Vendor shall make all necessary repairs, corrections, changes, and modifications to the AWOS system before acceptance by Owner/State. The airport owner should not be relied upon at any time to assist or make the necessary repairs, corrections, changes, or modifications

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A
CALHOUN COUNTY, TEXAS
GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES
FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies

OR

- #5 Mark an X in the Box if this applies

- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

WAGE RATES

Superseded General Decision Number: TX20240045

State: Texas

Construction Type: Heavy

Counties: Aransas, Austin, Calhoun and Goliad Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered 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 style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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 2025.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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>.

	Rates	Fringes
Asphalt Distributor Operator.....	\$ 12.57	**
Asphalt paving machine operator.....	\$ 11.60	**
Asphalt Raker.....	\$ 10.63	**
Asphalt Shoveler.....	\$ 9.23	**
Broom or Sweeper Operator.....	\$ 9.32	**
Bulldozer operator.....	\$ 11.69	**
CARPENTER.....	\$ 11.70	**
Concrete Finisher, Paving.....	\$ 11.64	**
Concrete Finisher, Structures....	\$ 10.23	**
Concrete Rubber.....	\$ 9.00	**
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 12.00	**
Flagger.....	\$ 8.60	**
Form Builder/Setter, Structures.....	\$ 10.51	**
Form Setter, Paving & Curb.....	\$ 9.48	**
Foundation Drill Operator, Truck Mounted.....	\$ 14.58	**
Front End Loader Operator.....	\$ 10.62	**
Laborer, common.....	\$ 8.91	**
Laborer, Utility.....	\$ 9.21	**
MECHANIC (Undefined).....	\$ 12.18	**
Motor Grader Operator Fine Grade.....	\$ 15.15	**
Motor Grader Operator Rough.....	\$ 12.95	**
Pavement Marking Machine Operator.....	\$ 13.32	**
Pipelayer.....	\$ 9.71	**
Roller Operator, Pneumatic, Self-Propelled.....	\$ 8.90	**
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 9.30	**
Roller Operator, Steel Wheel,		

Plant Mix Pavement.....\$ 10.59 **
Scrapper Operator.....\$ 9.85 **
Servicer.....\$ 11.18 **
Spreader Box Operator.....\$ 13.00 **
Traveling Mixer Operator.....\$ 12.67 **
Truck Driver Single Axle Heavy...\$ 10.87 **
Truck Driver Single Axle,
Light.....\$ 10.85 **
Truck driver, lowboy-Float.....\$ 13.70 **
Truck Driver, Tandem Axle,
Semi-Trailer.....\$ 10.05 **
Work Zone Barricade Servicer.....\$ 9.63 **

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

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.75) or 13658
(\$13.30). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

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

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

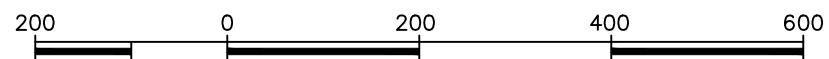
3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

=====

END OF GENERAL DECISION"

PORT LAVACA AWOS replacement



AGREEMENT
BETWEEN
OWNER AND CONTRACTOR

STATE OF TEXAS §
COUNTY OF CALHOUN §

KNOW ALL MEN BY THESE PRESENTS

This Agreement is made by and between the CALHOUN COUNTY hereinafter called "Owner", and _____ and contractor's executors, administrators, heirs, successors or assigns hereinafter called "Contractor".

The Owner desires to enter into a contract for airport improvement as is more fully described in the Contract Documents and Plans & Specifications in accordance with the provisions of the state statutes.

The Contractor has been engaged in and now does such work and represents that Contractor is fully equipped, competent, and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the Contract Documents.

The Owner and the Contractor for and in consideration of the mutual covenants set forth, agree as follows:

WORK

Contractor shall furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work indicated in the Contract Documents.

The Project and general work is described as follows:

Replace Automated Weather Observing System at the Calhoun County Airport

HUB REQUIREMENT

HUB participation goal in Historically Underutilized Business Contract Provisions, as found in the General Construction Contract Provisions, is set at 0% for this contract.

CONTRACT TIME

The CONTRACTOR will commence the work required by the Contract Documents on the date indicated on the Notice to Proceed and will complete the work within 90 calendar days, excluding FAA review time, unless the period for completion is extended in accordance with the Contract Documents. If the Contractor does not complete the work within the specified time, the CONTRACTOR agrees to pay as liquidated damages the sum of \$200.00, for each calendar day thereafter until the work is completed in accordance with the Contract Documents.

CONTRACT PRICE

The CONTRACTOR agrees to perform all the work described in the Contract Documents not to exceed the sum of \$**XXXXXXXXXX.XX** (**WRITE AMOUNT IN WORDS**), as described in the proposal as (**EXAMPLE: base bid and alternates etc.**)

CONTRACT DOCUMENTS

The term Contract Documents means and includes the following which are incorporated herein by reference as if fully reproduced:

- A. Proposal
- B. Agreement Between Owner and Contractor
- C. Performance Bond
- D. Payment Bond
- E. Technical Specifications
- F. Wage Rates
- G. Addenda (if any)
- H. General Construction Contract Provisions, Volume dated February 2013
(Available at TxDOT, Aviation Division, 6230 E. Stassney Lane, 2nd Floor,
Austin, Texas 78744; Use latest version of referenced Advisory Circulars.)
- I. Calhoun County General Conditions

PAYMENT

The OWNER will pay the CONTRACTOR in the manner and at such times and in such amounts as required by Aviation Construction General Provision, Section 90 and the contract documents.

The CONTRACTOR expressly warrants that no third person has been employed to solicit or obtain this contract in Contractor's behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by Contractor hereunder, and that Contractor has not in estimating the contract price demanded, included any sum by reason of any such brokerage, commission or percentage; and that all monies payable to Contractor hereunder are free from all obligations of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract or for the deduction from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid or both.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

The Contractor hereby certifies that all franchise taxes are paid and in good standing or that Contractor is not subject to franchise taxes.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this agreement in duplicate, each of which shall be deemed an original on the date first written above.

CONTRACTOR

Name: _____
Contractor (Print Name)

Title

Signature of Contractor

Date

Address:

Phone Number:

Fax Number:

Acceptance by the Owner:

By: _____

Date: _____

**Texas Department of Transportation
Aviation Division
Construction Contract
General Provisions**

Texas Department of Transportation
AVIATION DIVISION



CONSTRUCTION CONTRACT
GENERAL PROVISIONS



VOLUME
FEBRUARY 2013

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Texas Department of Transportation
Aviation Division
125 E. 11th Street
Austin, TX 78701-2483
1-800/68-PILOT (74568)

To obtain a copy of the General Provisions, Go to TxDOT's
Web page, [http://www.txdot.gov/inside-
txdot/division/aviation/projects.html](http://www.txdot.gov/inside-txdot/division/aviation/projects.html)

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AVIATION CONSTRUCTION CONTRACT GENERAL PROVISIONS

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<u>FAA Advisory Circular</u>	150/5370-2F, <u>Operational Safety on Airports during Construction</u> or most current version
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Wage, Labor, EEO Safety and
General Requirements
(Applicable to Federal and State Projects)

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WAGE LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

SECTION A

(Federal Aviation Administration (FAA) Requirements)

A-1 Airport and Airway Improvement Program Project

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

A-2 Consent to Assignment

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

A-3 Convict Labor.

No convict labor may be employed under this contract.

A-4 Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the 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

A-5 Withholding Sponsor from Contractor

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

A-6 Nonpayment of Wages.

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

A-7 FAA Inspection and Review

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

A-8 Subcontracts

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

A-9 Contract termination.

Any violation or breach of 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. (49 CFR Part 18).

The failure to suspend, terminate, or take any other action to enforce the rights of the Texas Department of Transportation or of the Sponsor will not constitute a waiver of said right to suspend, terminate, or take any other action to enforce the rights of the Texas Department of Transportation or of the Sponsor.

A-10 Inspection of Records

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. (49 CFR Part 18).

A-11 Rights to Inventions.

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

A-12 General Civil Rights Provisions.

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

A-13 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(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.

A-14 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)

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SECTION B

Federal Aviation Administration (FAA) and TxDOT Requirements

DAVIS BACON ACT REQUIREMENTS and TEXAS FAIR WAGE REQUIREMENT ACT

(29 CFR PART 5)

Updated 2/14/2012

TGC 2258

43 TAC 9.5

B-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.

B-2 Withholding.

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

B-3. Payrolls and Basic Records.

(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 (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls

shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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.

(E) Records and inspections for all projects.

(1) The contractor and all subcontractors shall keep, or cause to be kept, copies of weekly payrolls for review by the department. Payroll records should show the name, occupation, number of hours worked each day, and per diem wages paid each worker together with a complete record of all deductions made from those wages. Only deductions made in accordance with the regulations issued by the United States Department of Labor (29 Code of Federal Regulations Part 3) are permitted. The initial payroll for each worker shall also indicate the employee's address and phone number.

(2) The contractor and subcontractor shall attach an affidavit to each payroll record certifying that the payroll is an accurate report of the full wages due and paid to each worker employed by the contractor and/or subcontractor. The contractor is required to submit weekly payroll reports to TxDOT Aviation Division.

(3) The contractor and subcontractor shall keep originals or copies of canceled payroll checks issued for each payroll record. These canceled checks shall be provided to the department upon request.

(4) All payroll records and related canceled checks shall be retained by the contractor and subcontractor for a period of three years after completion of the project.

B-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 subcontractors 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.

B-5. Compliance With Copeland Act Requirements.

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

B-6. Subcontracts.

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

B-7. 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.

B-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.

B-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.

B-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.

Reference

29 CFR Part 5.5

Advisory Circular 150/5100-6d as may be revised

SECTION C

(Federal Aviation Administration (FAA) Requirements)

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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 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.

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SECTION D

(Federal Aviation Administration (FAA) Requirements)

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

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

- D-1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- D-2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- D-3. The contractor will send to each labor union or representative of workers with which 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.
- D-4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D-5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- D-6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- D-7. The contractor will include the portion of the sentence immediately preceding paragraph (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.

SECTION E

(Federal Aviation Administration (FAA) Requirements)

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

E-1 Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from the Department of Transportation, Federal Aviation Administration website www.faa.gov.

E-2 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.

Reference

49 CFR Part 18.36(i)(12)

Section 306 of the Clean Air Act

Section 508 of the Clean Water Act

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SECTION F

(Federal Aviation Administration (FAA) Requirements)

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

F-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).

F-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.

F-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.

F-4. The contractor shall implement the specific affirmative action standards provided in paragraphs F-7a through F-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.

F-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.

F-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.

F-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 as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

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

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

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

n. Ensure that all facilities and company activities are 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.

F-8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (F-7a through F-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 F-7a through F-7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

F-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.

F-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.

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

F-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.

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

F-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.

F-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).

Reference

Executive Order 11246

41 CFR Parts 60 – 4.3

AC 150/5100-15, Para. 22.c.

SECTION G

(Federal Aviation Administration (FAA) Requirement)

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

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

1.1 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 United States.

SECTION H

(Federal Aviation Administration (FAA) Requirements)

TERMINATION OF CONTRACT

(49 CFR PART 18)

- 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.
- f. TxDOT Aviation General Provisions 80-09 and 80-10 are included by reference to this section.

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SECTION I

(Federal Aviation Administration (FAA) Requirements)

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

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(c.) FAA Headquarters (APP-500) maintains a list of equipment that is frequently used on AIP-funded projects that has been issued a Nationwide Waiver. Sponsors do not need to request waivers for equipment on this Buy American Conformance List. The list may be obtained at http://www.faa.gov/airports/aip/buy_american/.

Please note, Section I, Buy American-Steel and Manufactured Products for Construction Contracts, of the General Provisions is not applicable to state funded products.

(d.) Program Guidance Letter 10-02 attached.

Memorandum

U.S. Department
of Transportation

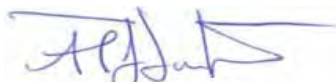
**Federal Aviation
Administration**

Subject: **ACTION:** Program Guidance Letter 10-02 Date: February 24, 2010

From: Manager, Airports Financial Assistance Division, Reply to Nancy S. Williams
APP-500 Attn. of: 202-267-8822

To: PGL Distribution List

We are issuing this Program Guidance Letter on Buy American requirements.



Frank J. San Martin

Guidance for Buy American on Airport Improvement Program (AIP) or American Recovery and Reinvestment Act (ARRA) projects.

In accepting AIP or ARRA funding, grant recipients are certifying that they will not acquire (or permit any contractor or subcontractor) to use any steel or manufactured products produced outside the United States on any portion of the project for which funds are provided, unless otherwise approved by the FAA. Therefore, for the AIP or ARRA funded portion of a project, grant recipients must either:

1. Certify, in writing, all products are wholly produced in the US of US materials, or
2. Request a waiver to use non-US produced products, or
3. Certify that all equipment that is being used on the project is on the Nationwide Buy American conformance list.

The AIP funded portion of a project includes the grant recipient's local share.

Types of Waivers

There are four types of waivers to Buy American:

1. Public interest waiver;
2. Insufficient quantity AND quality for ARRA (AIP projects allow waivers for insufficient quantity OR quality);
3. 60% or more of the components and subcomponents in the facility or equipment are of US origin and final assembly is in the US; or
4. Applying Buy American increases the cost of the overall project by more than 25%.

Many pieces of equipment are constructed with some non-US produced components or subcomponents. Therefore, it is expected that the majority of grants will have waivers issued unless the project is constructed of materials that already have a nationwide waiver.

Nationwide Waiver

Much of the equipment that is frequently used on AIP or ARRA projects has been reviewed by FAA Headquarters and a nationwide waiver has been issued. The Nationwide Buy American conformance list is posted on the www.faa.gov website at the following address:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/
by clicking the tab, "Equipment Meeting Buy American Requirements"

If the equipment is on the nationwide waiver list, no additional waiver is required.

Who can Issue Waivers

Only FAA headquarters may issue waivers for reasons 1 and 2. FAA field offices (Regional Offices and/or Airports District Offices) may issue waivers for reasons 3 and 4.

For block grant state projects, the FAA must issue the waivers. Block grant states are not allowed to issue a waiver.

Defining the Project, Facility and Equipment, and Final Assembly Location in the 60%/US final assembly waiver

The waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.” The correct application of the terms is discussed below.

Project

The “**Project**” is generally the project that is being bid. The “Project” does not extend over multiple grants or phases, even though the overall project may be phased or may be built in multiple bid packages.

Facility or Equipment

- For a building, the portion of the building that is being funded under the AIP or ARRA grant is the “**facility**” listed in the waiver.
- For other projects, the bid items as described in the latest edition of FAA Advisory Circular 5370-10 will generally be the “**equipment**” referred to in the waiver except for airfield electrical equipment.
- For airfield electrical equipment, the “L-” items listed in the Addendum to FAA Advisory Circular 5345-53C, latest edition will generally be the “**equipment**” referred to in the waiver.
- For a vehicle or single piece of equipment like a snow plow or ARFF vehicle, the single vehicle itself is the “**equipment**.”

Final Assembly Location and Labor Exclusion

Final assembly is the substantial transformation of the various components and subcomponents into the equipment. For a building, the final assembly is actual construction of the building.

- For any project other than a building project, the final assembly location is the location where the equipment is assembled, **not the project site itself**.
- For a building, the final assembly location is the airport building site.

In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not labor. For a building, this means that only the costs of the materials as they are delivered to the airport site are considered when calculating US and non-US component and subcomponent costs. For equipment, the costs of the final assembly at the manufacturing site are excluded.

Common Materials that are waived or excluded from Buy American - Cement, Concrete, Asphalt and Steel

Cement and concrete is excluded from the Buy American preference requirements (although the steel used for reinforcement, ties, stirrups, etc. must meet Buy American.)

Asphalt and other petroleum products are waived as an excepted item under AMS Guidance T3.6.4.1.e: Foreign Acquisition – Definitions identifying Asphalt as a petroleum product.

Steel is specifically identified in the statute. Therefore, all rebar and discrete, identifiable steel components must be manufactured in the United States.

FAA Waiver

After the FAA has determined that the final assembly location is in the US and the percent of US components and subcomponents is above 60%, a waiver may be issued. **The waiver is for the single project – not a nationwide waiver.**

What Information is required to Issue a Waiver (AIP and ARRA) and for the Federal Register Notice (ARRA)

For waiver type 3, a waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.”

Grant recipients must request waivers from FAA in writing, with sufficient supporting information. Grant recipients are responsible for ensuring their waiver request is complete and accurate using project specific information provided directly by the contractor or the contractor’s supplier.

The FAA will conduct its review and approval based on the information provided by the grant recipient.

The information that must be provided for either equipment or for a building:

- Project Number
- Project Name
- Airport Name
- Total Project Cost
- Total Equipment or Bid Item Cost for which the waiver is being requested
- Total Equipment or Bid Item Cost excluding labor for final assembly.

For equipment, the following additional information is required:

- The equipment or bid item for which the waiver is being requested
- The manufacturer and country of origin of the equipment or bid item.
- The location of the final assembly of the equipment or bid item

(not the airport site)

- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

For a building, the following additional information is required:

- The building (called the facility in the Buy American statute) for which the waiver is being requested
- The manufacturer and country of origin of the US and non-US materials that will be used in the building.
- For a building, the location of the final assembly is the airport site
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

Grant recipients are urged to submit waiver requests as early as possible.

Waivers that are issued on ARRA projects must be included in a Federal Register notice, which will generally be published on a quarterly basis.

Sample Letter of Approval of Waiver:

When FAA is satisfied that a waiver may be issued based on the 60%/US final assembly criteria, a letter must be written to the airport sponsor approving the waiver. The text of the letter follows.

A copy of the letter must be forwarded to APP-500 along with a copy of the supporting documentation that was submitted by the airport for the waiver. The information used in the letter will be the basis of the Federal Register notice. The Federal Register notice may include copies of the waiver letters or will be a tabular listing of the waivers. Therefore, regions must forward both a *.pdf copy of the signed letter and an editable copy of the letter.

XXXX Airport
AIP-Project No. X-XX-XXXX-XX Project Name
Waiver of Buy American Requirements

I have reviewed the request for Waiver of Buy American Requirement submitted XXX for the use of XXXXX equipment on the subject project. The information submitted by the airport for:

Item for which waiver is being issued: i.e L-831 Transformers
Manufacturer:
Final Assembly Location:

Percent US Components and Subcomponents:

The information submitted satisfies the requirement for waiver of the requirements of the Buy American per 49 USC Section 50101 based on over 60% of the cost of components and subcomponents to be used in the project being produced in the United States.

The waiver is hereby approved for use on this AIP grant project.

Common Misconceptions

- Belief that if a manufacturer is "FAA-certified" that Buy America has been satisfied. This is not true. The FAA certification certifies that technical standards have been met. However, FAA-certified equipment manufactured outside the U.S. does not meet Buy America provisions of the AIP unless a waiver has been issued.
- Misconception that the North America Free Trade Act (NAFTA) exempts equipment manufactured in Mexico or Canada from "Buy America" requirements. This is not true for AIP or ARRA projects.

Text of Buy American statute from 49 United States Code §50101

§ 50101. Buying goods produced in the United States

(a) Preference.— The Secretary of Transportation may obligate an amount that may be appropriated to carry out section [106 \(k\)](#), [44502 \(a\)\(2\)](#), or [44509](#), subchapter I of chapter 471 (except section [47127](#)), or chapter 481 (except sections [48102 \(e\)](#), [48106](#), [48107](#), and [48110](#)) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver.— The Secretary may waive subsection (a) of this section if the Secretary finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) the steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) when procuring a facility or equipment under section [44502 \(a\)\(2\)](#) or [44509](#), subchapter I of chapter 471 (except section [47127](#)), or chapter 481 (except sections [48102 \(e\)](#), [48106](#), [48107](#), and [48110](#)) of this title—
 - (A) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - (B) final assembly of the facility or equipment has occurred in the United States; or
 - (4) including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs.**— In this section, labor costs involved in final assembly are not included in calculating the cost of components.

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General Provisions

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GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, 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 AGENT.** The Texas Department of Transportation, Aviation Division (TxDOT) acting as the “Agent” for the airport sponsor in accordance with the duly executed Airport Project Participation Agreement (APPA).
- 10-05 AIP.** The Airport Improvement Program, a grant-in-aid program, administered by Federal Aviation Administration through TxDOT.
- 10-06 AIR OPERATIONS AREA (AOA)** 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.
- 10-07 AIRPORT.** Airport means an area of land or water that is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.
- 10-08 APRON.** An area on an airport designated for the parking of aircraft.
- 10-09 ASTM.** The American Society for Testing and Materials.
- 10-10 AWARD.** The owner’s acceptance, with the Engineer’s recommendation and TxDOT’s approval, of the successful bidder’s bid.
- 10-11 BID.** The written or electronic offer of the bidder (when submitted on the approved form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
- 10-12 BID GUARANTY.** The security furnished with a bid to guarantee that the bidder will enter into a contract if his bid is accepted by TxDOT.

- 10-13 BIDDER.** Any individual, partnership, firm, Joint Venture, limited liability partnership (LLP) or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.
- 10-14 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.
- 10-15 CALENDAR DAY.** Every day shown on the calendar.
- 10-16 CHANGE ORDER.** A written order to the Contractor covering changes in the plans, specifications, or 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.
- 10-17 CONTRACT.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the advertisement; the contract document; the bid; the performance bond; the payment bond; any required insurance certificates; the specifications; the plans; and any addenda issued to bidders.
- 10-18 CONTRACT ITEM (PAY ITEM).** A specific unit of work for which a price is provided in the contract.
- 10-19 CONTRACT TIME.** The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- 10-20 CONTRACTOR.** The individual, firm, partnership, joint venture, LLP, 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.
- 10-21 DRAINAGE SYSTEM.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
- 10-22 ENGINEER.** The individual, firm, partnership, joint venture, LLP, or corporation duly authorized by TxDOT (acting as the Agent for the airport sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The engineer shall be understood to be TxDOT's duly authorized representative.
- 10-23 ESCROW.** An account established by the contractor at an approved bank for the deposit of a ten percent retainage on all partial payments.
- 10-24 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.

- 10-25 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.
- 10-26 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 duly authorized representative.
- 10-27 FEDERAL SPECIFICATIONS.** The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.
- 10-28 INTENTION OF TERMS.** Whenever, in these specifications or on the plans, the words Words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of the 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.
- 10-29 LABORATORY.** The official testing laboratories of TxDOT or such other laboratories as may be designated by the Engineer.
- 10-30 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.
- 10-31 MAJOR AND MINOR CONTRACT ITEMS.** A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater than 20 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.
- 10-32 MATERIALS.** Any substance specified for use in the construction of the contract work.
- 10-33 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.
- 10-34 OWNER (SPONSOR).** The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP and state funded contracts, the term sponsor shall have the same meaning as the term owner. TxDOT, Aviation Division will

act as the Sponsor's Agent.

- 10-35 PAVEMENT.** The combined surface course, base course, and subbase course, if any, considered as a single unit.
- 10-36 PAYMENT BOND.** The approved form of security furnished by the Contractor and his surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in the construction of the work.
- 10-37 PERFORMANCE BOND.** The approved form of security furnished by the Contractor and his surety as a guarantee that the Contractor will complete the work in accordance with the terms of the contract.
- 10-38 PLANS.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.
- 10-39 PROJECT.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
- 10-40 RESIDENT PROJECT REPRESENTATIVE (RPR).** An individual who monitors activities on site during construction activities, reporting directly to the Engineer.
- 10-41 RUNWAY.** The area on the airport prepared for the landing and takeoff of aircraft.
- 10-42 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.
- 10-43 SPONSOR.** See Owner.
- 10-44 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.
- 10-45 SUBGRADE.** The soil which forms the pavement foundation.
- 10-46 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.
- 10-47 SUPPLEMENTAL AGREEMENT.** A written agreement between the Contractor and TxDOT 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.

- 10-48 SURETY.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to TxDOT by the Contractor.
- 10-49 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.
- 10-50 TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT).** The Texas Department of Transportation, Aviation Division, acting as the sponsor's (owner's) agent for management of the executed contract in accordance with the owner's grant agreement.
- 10-51 UNBALANCED BID (43 TAC 9.11)**
(1) Materially unbalanced bid—A bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the state.
(2) Mathematically unbalanced bid —A bid containing lump sum or unit bid items that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- 10-52 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.
- 10-53 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. Unless 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

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SECTION 20

BID REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). The contents of the advertisement are included elsewhere in this bid package.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish TxDOT satisfactory evidence of his 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 TxDOT satisfactory evidence of his 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 financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his (bidder's) true financial condition at the time such qualified statement or report is submitted to TxDOT.

Each bidder shall submit written evidence from the State Comptroller's office that all applicable franchise taxes owed the State of Texas have been paid. Bids submitted without submission of Qualifications Statements will not be read.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the Texas Department of Transportation (TxDOT) and is on the current "bidder's list. Such evidence of the Texas Department of Transportation pre-qualification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports required above.

20-03 CONTENTS OF BID FORMS. TxDOT shall furnish bidders with written bid forms. All statements, certifications, and other qualifications indicated in "Instruction to Bidders" or attached to the bid forms are necessary parts.

The plans specifications, and other documents designated in the bid form shall be considered a part of the bid whether attached or not. Bidders may use electronically printed forms if the bid items are presented in the identical order as that in the written bid form.

20-04 INTERPRETATION OF ESTIMATED BID QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the contract. TxDOT does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment

to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-05 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the bid, plans specifications, and contract documents. 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 bid 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 TxDOT'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 examination of the boring logs and other records of subsurface investigations and tests that are furnished by TxDOT

20-06 PREPARATION OF BID. Submit the bid on the form furnished by TxDOT. Make entries in ink. Specify a unit price in dollars and cents for each Item for which an estimated quantity is given. When "Working Days" is an item, submit the number of working days to be used to complete the contract, or phases of the Contract shown on the plans. Include unit bid prices for each Item in the item group or alternate Item group, except for instances when alternate items pertain to foreign steel or iron materials. A n item left blank will constitute an incomplete bid and will be handled as prescribed in General Provision 20-07, "Non-Responsive Bids."

If a bid contains alternate Items pertaining to foreign steel or iron materials and the Bidders wished to bid using foreign steel or iron materials, submit unit prices for both the regular Items using domestic steel or iron materials and alternate Items using foreign steel or iron materials. If the Bidder wishes to bid using domestic steel or iron materials, submit unit prices only for the regular domestic Items; unit prices for alternate items using foreign steel are not necessary.

Execute the bid in ink. Provide the complete and correct name of the Bidder submitting the bid. The person authorized to bind the Bidder or Bidders must sign the bid. In the case of a joint venture, the complete and correct name of all Bidders submitting the bid must be provided and all persons authorized to bind the Bidders must sign the bid.

As an Alternative to hand writing the unit prices in works in ink in the bid, submit a computer printout signed by the person authorized to bind the Bidder. In the case of a joint venture, the persons authorized to bid the Bidders must sign the computer printout. As a

minimum, computer printouts must contain the information in the format shown on the “Example of Bid Prices Submitted by Computer Printout” form in the bid.

Verify whether addenda have been issued on a proposed Contract. Acknowledge all addenda. Enter the date or dates of the addendum notification letter or letters on the addenda acknowledgement pages in the bid form.

20-07 NON-RESPONSIVE BIDS. A bidder that submits a bid with one or more of the deficiencies listed below will be considered non-responsive. TxDOT reserves the right to waive technicalities if such waiver is in the best interest of TxDOT and conforms to local laws and ordinances pertaining to the letting of construction contracts.

- a. The person or the case of a joint venture, persons, did not sign the bid.
- b. The bid or bid bonding guaranty does not comply with the requirements contained in Section 20-09.
- c. The bid is on a form other than the official bid form issued to the Bidder or Bidders.
- d. The bid was not in the hands of the letting official at the time and location specified in the advertisement.
- e. The bid submitted has the incorrect number of Bid Items.
- f. An electronically printed bid, when used, is not signed in the name of the Bidder (or joint Bidders, in the case of a joint venture), is not in the proper format, omits required items, includes an item or items not shown in the bid or does not have pay items in the same order and with the same information as found on the TxDOT bid form.
- g. The Bidder submits more than one bid, under the same or different name, for a proposed Contract. (A Bidder may submit a bid and participate as a material supplier, subcontractor, or both to any or all Bidders contemplating submitting a bid for this work.)
- h. The Bidder fails to acknowledge or improperly acknowledges receipt of all addenda issued.
- i. The Bidder modifies the bid in a manner that alters the conditions or requirements for work as stated in the bid form.
- j. The Bidder did not attend a specified mandatory pre-bid conference.
- k. If any portion of a Bid Item is left blank.
- l. The Bidder did not write the unit price **BOTH** in words and numerals for

each pay item furnished in the bid form. (Electronically printed bids are not required to have the unit prices written in words.)

- m. The bidder did not include qualification statements and/or did not acknowledge the qualification section of the bid form as per the Bidder Qualification section of the bid document.
- n. The bidder submitted an incorrect, inaccurate, or insufficient qualification statement.
- o. The bid is considered by TxDOT and the Engineer to be unbalanced as defined in Section 20.08.

20-08 UNBALANCED BID. TxDOT will examine the unit bid prices of the apparent low bid for reasonable conformance with TxDOT's estimated prices. TxDOT will evaluate a bid with extreme variations from TxDOT's estimate, or where obvious unbalancing of unit prices has occurred. For the purposes of the evaluation, TxDOT will presume the same retainage percentage for all bidders. In the event that the evaluation of the unit bid prices reveals that the apparent low bid is MATHEMATICALLY UNBALANCED and MATERIALLY UNBALANCED, as defined in Section 10, the bidder will not be considered in future bids for the same project.

20-09 BID GUARANTY. Include a bid guaranty in the amount indicated on the bid form, in the form of either a guaranty check or a bid bond. The bid guaranty amount is fixed at the amount indicated on the bid form on the date the bid is released to the public.

- A. Guaranty Check. The bid guaranty must be payable to TxDOT Aviation Division and must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The type of check or money instrument must be no more than 90 days old. A check must be made by a bank and on a bank; or be payable at or through a bank. TxDOT will not accept personal checks, certified checks, or other types of money orders as a bid guaranty.
- B. The Bid bond must be with powers of attorney attached, in the amount specified on the bid bond form. The bond form must bear the impressed seal for the Surety and be signed by the Bidder and authorized individual of the Surety. Bid bonds will only be accepted from Sureties authorized to execute a bond under an in accordance with state law.

20-10 DELIVERY OF BID. Each bid 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, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF BIDS. A bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid provided that the bidder's request for

withdrawal is received by TxDOT in writing before the time specified for opening bids. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF BIDS. Bids 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. Bids that have been withdrawn (in writing) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. TxDOT may consider any one or more of the following reasons as sufficient for rejection of the bid or bids and/or disqualification of the Bidder from further bidding for a period of time as determined by TxDOT:

- a. Failure to comply with any pre-qualification regulations of TxDOT, if such regulations are cited, or otherwise included, in the bid as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts or contracts in force with TxDOT at the time TxDOT receives the bid from a prospective bidder.
- c. Contractor default under previous contracts with TxDOT.
- d. Identified as “in default” by the Federal Aviation Administration.
- e. Submitting more than one bid from the same partnership, joint venture, LLP, or corporation under the same or different name.
- f. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of TxDOT until any such participating bidder has been reinstated by TxDOT as a qualified bidder.
- g. Developments, subsequent to establishment of a Bidder's competency and qualifications, which in the opinion of TxDOT would reasonably be construed as affecting the responsibility of the Bidder.
- h. Evidence from prior work history with TxDOT that demonstrates substantial or repeated noncompliance with the terms of previous or current/existing contracts with TxDOT.
- i. Falsification on any contractual form required by TxDOT during current or previous contracts.

END OF SECTION 20

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SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF BIDS. After the bids 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 bid by the unit bid prices. If a bidder's bid 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, unless obviously incorrect.

Until the award of a contract is made, TxDOT reserves the right to reject a bidder's bid for either of the following reasons:

- a. If the bid is non-responsive as specified in the subsection titled NON-RESPONSIVE BIDS of Section 20-07.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.
- c. If the bid is an UNBALANCED BID as specified in Section 20-08.

If a bid is rejected for any of the above reasons, the bidder shall not be considered in future bids for the same project. In addition, until the award of a contract is made, TxDOT reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of TxDOT and is in conformance with applicable federal, state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote TxDOT's best interests.

30-02 AWARD OF CONTRACT. The award of a contract as follows:

- A. If it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening bids, unless otherwise specified. No award shall be made until TxDOT has concurred with the engineer's recommendation to make such award to the lowest qualified bidder.

The awarded contractor shall also submit within the 14 days, a list of all supplies and subcontractors that quoted on the contract. This list shall include names, addresses, 24 hour telephone numbers and type(s) of work quoted.

Award of the contract shall be made by TxDOT to the lowest, qualified bidder whose bid conforms to the requirements of the bid documents.

- B. As the 76th Legislature amended Section 231.006, Family Code as follows:
Section 14.52 INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR
BID ON STATE CONTRACTS

A child support obligator who is 30 or more days delinquent in paying child support is not eligible to:

1. Enter into a contract to provide property, materials or services under a contract with the state; or
2. Receive a state-funded grant or loan

The statute required each proposer for a state contract or applicant for a state funded loan or grant to submit a signed, sworn statement accompanying the bid or offer or application a joint venture, LLP, that the proposer or applicant is not 30 or more days delinquent in providing child support under a court order or a written repayment agreement.

Completion of the form title: CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS is necessary before execution of a contract.

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

30-04 RETURN OF BID GUARANTY. All bid guaranties, except that of the lowest bidder, will be returned upon request after TxDOT has made a comparison of bids as specified in the subsection titled CONSIDERATION OF BIDS of this section. The successful bidder's bid guaranty will be returned upon request as soon as TxDOT receives the contract 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 TxDOT a surety bond or bonds which 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 TxDOT. 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 complete all required documentation, certifications and sign (execute) the necessary agreements, for entering into the contract and return such completed contract to TxDOT, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 14 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, TxDOT shall complete the execution of

the contract in accordance with federal, state, and local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute TxDOT's approval to be bound by the successful bidder's bid and the terms of the contract.

- 30-08 FAILURE TO EXECUTE CONTRACT.** The successful bidder shall provide to TxDOT: an acceptable Certificate of Insurance; required Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business(HUB) information including the list of quoting suppliers and subcontractors; acceptable surety bond or bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS, and Child Support Certification of this section within 14 days after written notification of the award of the contract.

Failure or refusal of the successful bidder to complete and execute the contract within 14 calendar days after written notification of the award shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidation of damages to TxDOT. A bidder who forfeits his bid guaranty in accordance with this article will not be considered in future bids for the same work unless extenuating circumstances exist prior to the forfeiture of the bid guaranty.

- 30-09 BEGINNING OF WORK.** If a Storm Water Pollution Prevention Plan (SW3P) is included in this project, the Contractor, and all subcontractors implementing any measure identified on the SW3P, must submit to the Engineer a signed copy of the certification statement as described **Part II, D.6 of the Texas Pollutant Eliminations Discharge System General Permit TXR150000** no later than 48 hours prior to beginning work. The Contractor must participate in a pre-construction conference before work can begin, at which time these certifications will be required.

- 30-10 CERTIFICATE OF INSURANCE.** Within 14 days after receipt of written notification of conditional award of the contract the bidder shall furnish a TxDOT - Aviation Division Certificate of Insurance form covering:

- a. Worker's Compensation Insurance Amount - Statutory
- b. Commercial General Liability Amount-\$600,000 each occurrence
- c. Texas Business Automobile Amount - \$600,000 combined single limit

This insurance shall be kept in force until the work described in this contract has been completed and accepted by TxDOT. If for any reason insurance coverage is not maintained, all work will cease until an acceptable Certificate of Insurance is provided to TxDOT.

TxDOT shall be included as an "Additional Insured" by Endorsement to policies issued for coverage's listed in b and c above. A "Waiver of Subrogation Endorsement" in favor of TxDOT shall be a part of each policy for coverage's listed in a, b and c above.

- 30-11 HAZARDOUS MATERIALS.** The Contractor is not required to test, remediate, or remove hazardous materials that the Contractor did not introduce onto the work locations.

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. TxDOT 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 which 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 which are for work within the general scope of the contract shall be covered by "Change Orders" requested by the Engineer and approved and issued by TxDOT. 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 specified above, such excess altered work shall be covered by supplemental agreement. If TxDOT and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, TxDOT reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

For AIP contracts, all supplemental agreements shall be approved by TxDOT 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 increases or decreases 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 TxDOT's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 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 TxDOT'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 herein before 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 TxDOT.

- 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 own operations and the operations of all his 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 own operations and the operations of all his 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, flagmen, 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 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 DIFFERING SITE CONDITIONS. During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The two types of differing site conditions are defined as:

- Those that differ materially from those indicated in the Contract and
- Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for the Contract.

Notify the Engineer in writing when differing site conditions are encountered. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

40-07 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 TxDOT when so utilized in the work.

40-08 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 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 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 own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, back-fills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his 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 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

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SECTION 50

CONTROL OF WORK

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

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 opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to TxDOT, he will advise TxDOT of his determination that the affected work be accepted and remain in place. In this event, the Engineer will document his determination and recommend to TxDOT a basis of acceptance which 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 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.

If it is found that the material furnished, work performed, or the finished product is not in close conformity with the plans and specifications, the Contractor shall bear all the expenses of such recover, exposure, observation, inspection and testing and of satisfactory reconstruction including compensation for additional professional services and re-testing, and an appropriate deductive change order shall be issued.

All quality assurance costs associated with replacing or otherwise correcting any work item determined to be unacceptable shall be borne by the Contractor.

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 right 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 to use good engineering judgment in his 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.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. All specifications, accompanying plans, all provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two 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. The Contractor, for the cost of reproduction, may obtain additional copies of plans and specifications.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his 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 authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. TxDOT 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 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.

The Contractor shall arrange his 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 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 layouts required for the construction of the work. Such stakes and markings, as the Engineer may set for either his own or the Contractor's guidance, shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his 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.

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 (resident project representatives) representing the Engineer by TxDOT 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. RPRs are not authorized to revoke, alter, or waive any provision of the contract, issue instructions contrary to the plans and specifications, or to act as foreman for the Contractor.

RPRs are authorized to notify the Contractor or his 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 decision.

RPRs are authorized to approve periodic contractor pay requests. Such approvals may be subsequently amended by the engineer.

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 TxDOT may be ordered removed and replaced at the Contractor's expense unless TxDOT'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 Owner/TxDOTs 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 which 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.

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 herein 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 from any monies due or to become due the Contractor.

- 50-11 LOAD RESTRICTIONS.** The Contractor shall comply with all load restrictions in the hauling of materials on public roads and airport property 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 hauling equipment

and shall correct such damage at his 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 sub-grade previously constructed, the Contractor shall maintain the previous course or sub-grade 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 or RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the urgency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the Owner or TxDOT to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner or TxDOT 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 TxDOT and the Sponsor, 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 Sponsor 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 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 written claim to the Engineer who will present it to TxDOT for consideration.

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, bids for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction bid 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 bid submitted is specifically identified by the Contractor as being presented for consideration as a value engineering bid.

Not eligible for cost reduction bids 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 or functional standards of the project.

As a minimum, the Contractor with each bid shall submit the following information:

- 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 bid 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 or supplemental agreement adopting the bid must be issued;
- e. A statement of the effect adoption of the bid 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 bid not accepted by the Engineer, within the period specified in the bid. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction bid that may be submitted.

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

The Engineer shall be the sole judge of the acceptability of a cost reduction bid and of the estimated net savings from the adoption of all or any part of such bid. 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.

TxDOT may require the Contractor to share in TxDOT's costs of investigating a cost reduction bid submitted by the Contractor as a condition of considering such bid. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for TxDOT to deduct the cost of investigating a cost reduction bid from amounts payable to the Contractor under the contract.

If the Contractor's cost reduction bid is accepted in whole or in part, such acceptance will be by a contract change order or supplemental agreement 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 bid 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 or supplemental agreement shall also set forth the estimated net savings attributable to the cost reduction bid. 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

or supplemental agreement 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 TxDOT.

The Contractor's 50 percent share of the net savings shall constitute full compensation to the Contractor for the cost reduction bid and the performance of the work.

Acceptance of the cost-reduction bid 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 or supplemental agreement.

50-18 WARRANTY. The contractor will warrant all work performed for one year from the final acceptance date. See Section 70-14, Contractor's Responsibility for Work, paragraph D for contractors responsibility for warranty work.

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 those 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 a 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) 150/5345-1, Approved Airport Equipment, 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.

- 60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** 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 AASHTO or ASTM that are current on the date of advertisement for bids will be made by and at the expense of the Engineer. A qualified representative of TxDOT will take samples. 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 request.

- 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 manufacturer shall sign the certificate. 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 herein before 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 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 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 Engineer shall have the right to retest any material which 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 re-tested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE AND LABORATORY. 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 become 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 TxDOT 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 entire expense, except as otherwise agreed to (in writing) by TxDOT 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.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner or TxDOT. 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. TxDOT will deduct from any monies due or to become due the Contractor any cost incurred by TxDOT in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

- 60-09 Operation and Maintenance Documentation.** The Contractor shall furnish (3) three copies of all approved catalog cuts, warranties, operation instructions; maintenance data, schedules, and recommendations; parts lists, and names and addresses and telephone numbers of equipment and materials suppliers. Submittals shall be submitted, reviewed, and approved by the Engineer before final payment to the Contractor will be processed.

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 violations 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.
- 70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS.** TxDOT 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 TxDOT, such authorized work (by others) is indicated in the Special Conditions or on the plans.

Except as listed above, the Contractor shall not permit any individual, joint venture, LLP, 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 a 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 TxDOT for some portion of the contract costs. Such reimbursement is made from time to time upon TxDOT's (sponsor's) request to the FAA. In consideration of the United States Government's (FAA's) agreement with TxDOT, TxDOT has included provisions in this contract pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work.

As required by the Act, the contract work is subject to the inspection and approval of duly authorized representatives of 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 Act, the rules and regulations implementing the Act, 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 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 health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his 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 own operations and those of his subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 herein before 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.

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 the most current version of the FAA, Advisory Circular, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to the most current version of the FAA Advisory Circular, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to the most current version of the FAA Advisory Circular.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which 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 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 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 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 no execution thereof by the Contractor, he shall restore, at his 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 hold harmless the Engineer and TxDOT 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 from any claims or amounts arising or recovered under the "Worker's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his contract as may be considered necessary by TxDOT for such purpose may be retained for the use of TxDOT or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to TxDOT, 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 TxDOT 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 own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by TxDOT as described below:

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

Upon completion of any portion of the work listed above, such portion shall be accepted by TxDOT 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 that is permitted by TxDOT shall be repaired by the Contractor at his expense.

The Contractor shall make his 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.

- 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 not executing 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 expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this contract by the Sponsor or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which appear within a period of twelve (12) months from the date of final acceptance of the work.

- 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 TxDOT to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his 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 TxDOTs are indicated as follows:

Utility Service or Facility
Person to Contact (Name, Title, Address, & Phone)
Owner's Emergency Contact (Phone)

It is understood and agreed that the Engineer 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 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 owners of all utility services or other facilities of his plan of operations. Such notification shall be in writing addressed to the individual(s) indicated on the plans. A copy of each notification shall be given to the Engineer.

In addition to the general written notification herein before provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his 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 plan of operation. If, in the Contractor's opinion, the Engineer's assistance is needed to locate the utility service or facility or the presence of a representative of the Engineer 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 as stated above shall be cause for the Engineer 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 operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-16 FURNISHING RIGHTS-OF-WAY. TxDOT 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 authorized representatives, or any officials of TxDOT either personally or as an official of TxDOT. It is understood that in such matters they act solely as agents and representatives of TxDOT.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, TxDOT will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop TxDOT from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall TxDOT be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of TxDOT 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 TxDOT for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards TxDOT'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 operations, any building, part of a building, structure, or object which 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 will direct the Contractor to either resume his operations or to suspend operations as directed.

Should the Engineer 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 a n 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.

CERTIFICATION OF NPDES PERMIT. If a Storm Water Pollution Prevention Plan (SWP3) is included in this project, the Contractor, and all subcontractors implementing any measures identified on t he SWP3, must submit to the Engineer a signed copy of the certification statement as described in **Part II, D.6 of the Texas Pollutant Eliminations Discharge System General Permit TXR150000** no later than 48 hours prior to beginning work. The Contractor must participate in a pre-construction conference before the work can begin, at which time these certifications will be required.

END OF SECTION 70

SECTION 80

PROSECUTION AND PROGRESS

- 80-01 SUBCONTRACTING OF CONTRACT.** TxDOT 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 contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of TxDOT, and shall be consummated only on the written approval of TxDOT. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

If a Storm Water Pollution Prevention Plan (SW3P) is included in this project, no subcontractor who is to implement any measure identified on the SW3P, will be approved for work until the subcontractor has submitted a signed copy of the certification statement described in **Part II, D.6 of the Texas Pollutant Elimination Discharge System General Permit TXR 150000** no later than 48 hours prior to beginning work and the General Provision, "Certification of NPDES Permit." If an approved subcontractor does not comply with the provisions of the permit, approval may be revoked.

- 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 not later than the effective date given by TxDOT in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 48 hours in advance of the time actual construction operations will begin.

- 80-03 PROSECUTION AND PROGRESS.** Unless otherwise specified, the Contractor shall submit his progress schedule for the Engineer's approval within 10 calendar or work 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 bid.

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 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 48 hours in advance of resuming operations.

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

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his operations and the operations of his 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 operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (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.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided only as indicated on the plans.

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.

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

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

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless the Engineer authorizes others. 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 or 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 Engineer 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 Engineer, 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 claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to TxDOT for consideration. 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 Contractor, 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 or 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 bid 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:

CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his 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 weekly statement of contract time charged on the following considerations:

- a. 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 Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- b. The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- c. The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- d. 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.
- e. The Contractor will be allowed 1 week in which to file a written protest setting forth his 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 bid) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED BID QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the bid, 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 bid. 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.

CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Engineer'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 quantity bears to the cost of the originally estimated quantities in the bid. 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.

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 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 request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for 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 was 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 bid as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by TxDOT should the Contractor fail to complete the work in the time provided in his 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 waiver on the part of TxDOT of any of its rights under the contract.
- 80-09 ABANDONMENT OF WORK OR DEFAULT OF CONTRACT.** The Engineer, with the approval of TxDOT, may declare the Contractor to be in default of the Contract if the Contractor:
- a. fails to begin the work within the number of days specified
 - b. fails to prosecute the work to assure completion within the number of days specified
 - c. fails to perform the work in accordance with the Contract requirements
 - d. neglects or refuses to remove and replace rejected materials or unacceptable work
 - e. discontinues the prosecution of the work without the Engineer's approval
 - f. makes an unauthorized assignment
 - g. fails to resume work that has been discontinued within a reasonable number of days after notice to do so
 - h. is uncooperative, disruptive or threatening or

- i. fails to conduct the work in an acceptable manner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, TxDOT may upon written notice declare the Contractor to be in default of the Contract. TxDOT will also provide written notice of default to the Surety. Working day charges will continue until completion of the Contract. The Contractor may also be subject to sanctions under the TAC. TxDOT will determine the method used for the completion of the remaining work as follows:

1. **Contracts without Performance Bonds.** TxDOT will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
2. **Contracts with Performance Bonds.** TxDOT will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. TxDOT reserves the right to approve or reject proposed subcontractors. Work may resume after TxDOT receives and approves certificates of insurance as required in Provision 30-10 "Certificate of Insurance." Certificates of insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. TxDOT may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by TxDOT for the completion of the work under the Contract will be the responsibility of the Surety. From the time of notification of the default until work resumes (either by the Surety or TxDOT).

TxDOT will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by TxDOT and the Surety. All costs associated with this work will be deducted from money due to the Surety. TxDOT will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by TxDOT as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay TxDOT the balance of these costs in excess of the Contract price. In case the costs incurred by TxDOT are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, TxDOT will be entitled to retain the difference. TxDOT approval of all subcontractors continues to be required. DBE/HUBs must continue to be used in accordance with the commitments previously approved by TxDOT. If it is determined, after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the public as provided in Provision 80-10, "Termination of Contract."

80-10 TERMINATION OF CONTRACT. TxDOT may terminate the Contract in whole or in part whenever:

- a. the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- b. the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- c. the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- d. the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- e. TxDOT determines that termination of the Contract is in the best interest of the State or the public. This includes but is not limited to the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

Procedures and Submittals. The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- a. stop work as specified in the notice;
- b. place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer;
- c. terminate all subcontracts to the extent they relate to the work terminated;
- d. complete performance of the work not terminated;
- e. settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- f. create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- g. take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which TxDOT has or may acquire an

interest.

Settlement Provisions. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. TxDOT will pay reasonable and verifiable termination costs including:

- a. all work completed at the unit bid price and partial payment for incomplete work;
- b. the percentage of "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- c. expenses necessary for the preparation of termination settlement proposals and support data;
- d. the termination and settlement of subcontracts;
- e. storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- f. other expenses acceptable to TxDOT.

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 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, under-drains, 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 designated 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 asphalt 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 thickness 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 RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 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 RPR 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 "under-weighing" (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 bid, 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 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 TxDOT.

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 become the property of TxDOT.

In addition to the reimbursement as stated before, 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 and 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 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 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 each month as the work progresses. Said payments will be based upon estimates verified by the Engineer or RPR as to 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, 5 percent of such total amount will be deducted and retained by TxDOT 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 (95 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his 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 bid 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 TxDOT 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 pay the subcontractor for work performed within 10 business or calendar days after the Contractor receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within 10 business or calendar days after satisfactory completion of all the subcontractor's work. Completion of the subcontractor's work shall include testing, maintenance, and other similar periods that are the responsibility of the subcontractor.

For purposes of this Section, satisfactory completion shall have been accomplished when:

- a. The subcontractor has fulfilled the contract requirements of both TxDOT and the subcontract for the subcontracted work, including the submission of all submittals required by the specifications and TxDOT, and
- b. The work done by the subcontract has been inspected and approved by the Engineer and the final quantities of the subcontractor's work have been validated.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure to comply with any of the above requirements may result in postponement of contractor payments and/or suspension of work until the deficiencies are remedied.

- 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 TxDOT. 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 costs have been paid.
- d. The Contractor has furnished TxDOT legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished TxDOT 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 TxDOT's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his 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 may request that TxDOT accept (in lieu of the 5 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 TxDOT.
- b. The Contractor shall deposit to and maintain in escrow only those securities or bank certificates of deposit as are acceptable to TxDOT and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment. The Contractor shall maintain deposits in escrow until the Agent authorizes in writing the release of funds.
- c. The Contractor shall enter into an escrow agreement satisfactory to TxDOT.

- d. The Contractor shall obtain the written consent of the surety to the escrow 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 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 TxDOT 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 TxDOT in accordance with federal, state and local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid according to a supplemental final estimate.

90-10 AFFIDAVIT OF ALL BILLS PAID. Prior to final acceptance of this project by TxDOT, the Contractor shall execute an affidavit that all bills for labor, materials and incidental incurred in the construction of these improvements, have been paid in full, including any retainage, and that there are no claims pending.

END OF SECTION 90

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

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

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

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

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

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

100-02 DESCRIPTION OF PROGRAM.

- a. **General Description.** The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include

surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

- b. Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication of quality controlled work. The written Quality Control Program shall be submitted to the Engineer for review at least five (5) days before the pre-pave meeting.

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

1. Quality control organization;
2. Project progress schedule;
3. Submittals schedule;
4. Inspection requirements;
5. Quality control testing plan;
6. Documentation of quality control activities; and
7. Requirements for corrective action when quality control and/or acceptance criteria are not met.

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

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

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

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

- a. Program Administrator.** The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport

and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

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

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

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction joint venture, LLP,. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

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

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

1. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications and as required by Section 100-06.

2. Performance of all quality control tests as required by the technical specifications and Section 100-07.

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

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

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

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

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

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

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

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

- a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved

mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

- b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

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

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

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

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

The Contractor as required by Section 100-08 shall document all quality control test results.

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

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full

compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

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

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

1. Technical specification item number and description;
2. Compliance with approved submittals;
3. Proper storage of materials and equipment;
4. Proper operation of all equipment;
5. Adherence to plans and technical specifications;
6. Review of quality control tests; and
7. Safety inspection.

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

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

b. Daily Test Reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

1. Technical specification item number and description;
2. Test designation;
3. Location;
4. Date of test;
5. Control requirements;
6. Test results;
7. Causes for rejection;
8. Recommended remedial actions; and
9. Retests.

Test results from each day's work period shall be submitted to the Engineer or RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily

test reports shall be signed by the responsible quality control technician and the Program Administrator.

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

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

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

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

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

- 100-11 NONCOMPLIANCE.** The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his authorized representative to the Contractor or his authorized representative at the site of the work, shall be considered sufficient notice.

In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- a. Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- b. Order the Contractor to stop operations until appropriate corrective actions are taken.

END of SECTION 100

SECTION 110

METHODS OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATIONS LIMITS (PWL)

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (Sn) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index(s), Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. TxDOT's risk is the probability that material produced at the rejectable quality level is accepted.

IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average (X) for all subplot values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where:

\bar{X} = Sample average of all subplot values within a lot
 x_1, x_2 = Individual subplot values
 n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2) / (n-1)]^{1/2}$$

Where:

S_n = Sample standard deviation of the number of subplot values in the set

d_1, d_2 = Deviations of the individual subplot values X_1, X_2 .
 . from the average value \bar{X}

that is: $d_1 = (x_1 - \bar{X}), d_2 = (x_2 - \bar{X}) \dots d_n = (x_n - \bar{X})$

n = Number of sublots

- f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (\bar{X} - L) / S_n$$

Where:

L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

- g. For double sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (\bar{X} - L) / S_n \quad \text{and} \quad Q_U = (U - \bar{X}) / S_n$$

Where:

L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where:

P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1	96.60
A-2	97.55
A-3	99.30
A-4	98.35

$$n = 4$$

2. Calculate average density for the lot.

$$\begin{aligned} X &= (x_1 + x_2 + x_3 + \dots + x_n) / n \\ X &= (96.60 + 97.55 + 99.30 + 98.35) / 4 \\ X &= 97.95 \text{ percent density} \end{aligned}$$

3. Calculate the standard deviation for the lot.

$$\begin{aligned} S_n &= [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2} \\ S_n &= [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2} \\ S_n &= 1.15 \end{aligned}$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$\begin{aligned} Q_L &= (X - L) / S_n \\ Q_L &= (97.95 - 96.30) / 1.15 \\ Q_L &= 1.4384 \end{aligned}$$

5. Determine PWL by entering Table 1 with $Q_L=1.44$ and $n=4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1	5.00
A-2	3.74

A-3	2.30
A-4	3.25

2. Calculate the average air voids for the lot.

$$\begin{aligned} X &= (x_1 + x_2 + x_3 \dots n) / n \\ X &= (5.00 + 3.74 + 2.30 + 3.25) / 4 \\ X &= 3.57 \text{ percent} \end{aligned}$$

3. Calculate the standard deviation S_n for the lot.

$$\begin{aligned} S_n &= [(3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2] / (4 - 1)]^{1/2} \\ S_n &= [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2} \\ S_n &= 1.12 \end{aligned}$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$\begin{aligned} Q_L &= (X - L) / S_n \\ Q_L &= (3.57 - 2.00) / 1.12 \\ Q_L &= 1.3992 \end{aligned}$$

5. Determine P_L by entering Table 1 with $Q_L = 1.40$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$\begin{aligned} Q_U &= (U - X) / S_n \\ Q_U &= (5.00 - 3.57) / 1.12 \\ Q_U &= 1.2702 \end{aligned}$$

7. Determine P_U by entering Table 1 with $Q_U = 1.27$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$\begin{aligned} PWL &= (P_L + P_U) - 100 \\ PWL &= (97 + 93) - 100 = 90 \end{aligned}$$

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U) Limits					
	n=3	n=4	n=5	n=6	n=7	n=8
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
87	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
83	0.9939	0.9900	0.9785	0.9715	0.9672	0.9643
82	0.9749	0.9600	0.9452	0.9367	0.9325	0.9281
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747
70	0.6787	0.6000	0.5719	0.5583	0.5504	0.5454
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592
66	0.5563	0.4800	0.4545	0.4424	0.4354	0.4310
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4031
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1592
55	0.1806	0.1500	0.1408	0.1363	0.1338	0.1322
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0792
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264
50	0.0	0.0	0.0	0.0	0.0	0.0

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	n=3	n=4	Negative Values of Q (Q_L and Q_U) Limits			
			n=5	n=6	n=7	n=8
49	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264
48	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528
47	0.1087	0.0900	0.0843	0.0817	0.0802	0.0792
46	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057
45	0.1806	0.1500	0.1408	0.1363	0.1338	0.1322
44	0.2164	0.1800	0.1688	0.1636	0.1607	0.1592
43	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855
42	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122
41	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391
40	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660
39	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931
38	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203
37	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477
36	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753
35	0.5242	0.4500	0.4255	0.4139	0.4073	0.4031
34	0.5563	0.4800	0.4545	0.4424	0.4354	0.4310
33	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592
32	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877
31	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164
30	0.6787	0.6000	0.5719	0.5583	0.5504	0.5454
29	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747
28	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044
27	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344
26	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649
25	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958
24	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271
23	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590
22	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915
21	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245
20	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583
19	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928
18	0.9749	0.9600	0.9452	0.9367	0.9325	0.9281
17	0.9939	0.9900	0.9785	0.9715	0.9672	0.9643
16	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
15	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
14	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
13	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
12	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
11	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
10	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
9	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
8	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
7	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
6	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
5	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
4	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
3	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
2	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
1	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520

END OF SECTION 110

SECTION 120 NUCLEAR GAGES

120-01 TESTING. When the specifications provide for nuclear gage acceptance testing of material for Item P-152, P-154, P-208, and P-209, the testing shall be performed in accordance with the section. At each sampling location, the field density shall be determined in accordance with ASTM D 2922 using the Direct Transmission Method. The nuclear gage shall be calibrated in accordance with Annex A1. Calibration and operations of the gage shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gage must show evidence of training and experience in the use of the instrument. The gage shall be standardized daily in accordance with ASTM D 2922, paragraph 8.

Use of ASTM D 2922 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The moisture gage shall be standardized daily in accordance with ASTM D 3017, paragraph 7.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 2922 is used.

When PWL concepts are incorporated, compaction shall continue until a PWL of 90 percent or more is achieved using the lower specification tolerance limits (L) below.

The percentage of material within specification limits (PWL) shall be determined in accordance with the procedures specified in Section 110 of the General Provisions.

The lower specification tolerance limit (L) for density shall be:

Specification Item Number	Specifications	Tolerance (L) for Density, (percent of laboratory maximum)
Item P-152	90.5 for cohesive material,	95.5 for non-cohesive
Item P-154	95.5	
Item P-208	97.0	
Item P-209	97.0	

If the PWL is less than 90 percent, the lot shall be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot shall be resampled and retested. Retest results for the lot shall be reevaluated for acceptance. This procedure shall continue until the PWL is 90 percent or greater.

120-02. VERIFICATION TESTING. (For items P-152 and P-154 only.) The Engineer will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of: (1) compacting the material and determining the dry density and moisture-density in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more], and (2) comparing the result with the laboratory moisture-density curves for the material being placed. This verification process is commonly referred to as a "one-point Proctor". If the material does not conform to the existing moisture-density curves, the Engineer will establish the laboratory maximum density and optimum moisture content for the material in accordance with [ASTM 698 for aircraft gross

weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more].

Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

The percent compaction of each sampling location will be determined by dividing the field density of each subplot by the laboratory maximum density for the lot.

End of Section 120



U.S. Department of
Transportation

Federal Aviation
Administration

Advisory Circular

Subject: Operational Safety on
Airports During Construction

Date: 9/29/11
Initiated by: AAS-100

AC No: 150/5370-2F

- 1. Purpose.** This AC sets forth guidelines for operational safety on airports during construction.
- 2. What this AC Cancels.** This AC cancels AC 150/5370-2E, Operational Safety on Airports During Construction, dated January 17, 2003.
- 3. Whom This AC Affects.** This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, Certification of Airports (Part 139). 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) or the Passenger Facility Charge (PFC) Program. See Grant Assurance No. 34, "Policies, Standards, and Specifications," and PFC Assurance No. 9, "Standard and Specifications." While we do not require non-certificated airports without grant agreements to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.
- 4. Principal Changes.**
 - a. Construction activities are prohibited in safety areas while the associated runway or taxiway is open to aircraft.
 - b. Guidance is provided in incorporating Safety Risk Management.
 - c. Recommended checklists are provided for writing Construction Safety and Phasing Plans and for daily inspections.
- 5. Reading Material Related to this AC.** Numerous ACs are referenced in the text of this AC. These references do not include a revision letter, as they are to be read as referring to the latest version. Appendix 1 contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

Michael J. O'Donnell
Director of Airport Safety and Standards

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Chapter 1. Planning an Airfield Construction Project

101. 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, some of the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

102. 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. As they are identified, 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 in order 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:

a. 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.

b. Describe Current Operations. Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Reference Code (ACRC) for each runway; Airplane Design Group (ADG) and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums; available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

c. Allow for Temporary Changes to Operations. To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways,

¹ Taxiway Design Group will be introduced in AC 150/5300-13A.

and other changes. An example of a table showing temporary operations versus current operations is shown in Table 3-1 Sample Operations Effects.

d. Take Required Measures to Revised Operations. Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary so widely among airports, this AC presents general guidance on those subjects.

e. Manage Safety Risk. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA to determine the appropriate level of Safety Risk Management (SRM) documentation. 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 SRM documentation. See FAA Order 5200.11, FAA Airports (ARP) Safety Management System (SMS), for more information. If the FAA requires SRM documentation, 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.

103. Develop a Construction Safety and Phasing Plan (CSPP). Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix 1, Related Reading Material for a list of related reading material.

a. List Requirements. A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or the Passenger Facility Charge (PFC) program or located on an airport certificated under Part 139. As per Order 5200.11, such projects 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 102.e above). Additional information may be found in Order 5200.11.

b. Prepare a Safety Plan Compliance Document. 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 of the technical specifications.

c. 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.

104. Who Is Responsible for Safety During Construction?

a. Establish a Safety Culture. Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others. 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.

b. 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) **Develop a CSPP** that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.
- (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.
- (3) **Convene a preconstruction meeting** with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant 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.)
- (4) **Ensure contact information** is accurate for each representative/point of contact identified in the CSPP and SPCD.
- (5) **Hold weekly or, if necessary, daily safety meetings** with all affected parties to coordinate activities.
- (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.
- (7) **Ensure construction personnel know of any applicable airport procedures** and of changes to those procedures that may affect their work.
- (8) **Ensure construction contractors and subcontractors undergo training** required by the CSPP and SPCD.

- (9) **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.
 - (10) **At certificated airports**, ensure each CSPP and SPCD is consistent with Part 139.
 - (11) **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.
 - (12) **Resolve safety deficiencies immediately.** At airports subject to 49 CFR Part 1542, Airport Security, ensure construction access complies with the security requirements of that regulation.
 - (13) **Notify appropriate parties** when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
 - (14) **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. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
 - (15) **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. Coordinate with appropriate local and other federal government agencies, such as EPA, OSHA, TSA, and the state environmental agency.
- c. Define Construction Contractor's Responsibilities.** The contractor is responsible for complying with the CSPP and SPCD. The contractor must:
- (1) **Submit a Safety Plan Compliance Document (SPCD)** to the airport operator describing how it will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor that indicates it understands the operational safety requirements of the CSPP and it asserts it will not deviate from 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.
 - (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.
 - (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.
 - (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 whenever active construction is taking place.
 - (5) **Conduct inspections** sufficiently frequently to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

(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.

(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.

(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, 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.

d. 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 must:

(1) **Develop, or have a consultant develop, a project specific CSPP** and submit it to the airport operator for certification and subsequent approval by the FAA. The approved CSPP must be made part of any contract awarded by the tenant for construction work.

(2) **In coordination with its contractor, develop an SPCD** and submit it to the airport operator for approval to be issued prior to issuance of a Notice to Proceed.

(3) **Ensure that construction personnel are familiar with safety procedures** and regulations on the airport.

(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 whenever 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, and as specified in the CSPP and SPCD.

(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, other.), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency.

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Chapter 2. Construction Safety and Phasing Plans

Section 1. Basic Considerations

201. Overview. Aviation safety is the primary consideration at airports, especially during construction. The airport operator's Construction Safety and Phasing Plan (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 all 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.

202. 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.

203. 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 x 11 in or 11 x 17 in format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

a. Submit an Outline/Draft. By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

b. Submit a Construction Safety and Phasing Plan (CSPP). The CSPP should be formally submitted for FAA approval when the project design is 80% to 90% 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.

c. Submit a Safety Plan Compliance Document (SPCD). The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

d. Submit CSPP Revisions. All revisions to the CSPP or SPCD should be submitted to the FAA for approval as soon as required changes are identified.

204. Meet CSPP Requirements.

a. To the extent possible, the CSPP should address the following as outlined in Section 2, Plan Requirements and Chapter 3, Guidelines for Writing a CSPP, as appropriate. Details that cannot be determined at this stage are to be included in the SPCD.

(1) Coordination.

- (a) (b) (c) Contractor progress meetings.
- Scope or schedule changes. 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) Notices to Airmen (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) (b) (c) (d) General.
- Markings.
- Lighting and visual NAVAIDs.
- Signs.

(15) Marking and signs for access routes.

(16) Hazard marking and lighting.

- (a) Purpose.
- (b) Equipment.

(17) 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).
- (d) Taxiway Object Free Area (TOFA).
- (e) Obstacle Free Zone (OFZ).
- (f) Runway approach/departure surfaces.

(18) Other limitations on construction.

- (a) Prohibitions.
- (b) Restrictions.

b. The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, “I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:”). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, “No supplemental information,” should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

- (1) Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- (2) Phasing.** Discuss proposed construction schedule elements, including:
 - (a) Duration of each phase.
 - (b) Daily start and finish of construction, including “night only” construction.
 - (c) Duration of construction activities during:
 - (i) Normal runway operations.
 - (ii) Closed runway operations.

(iii) Modified runway “Aircraft Reference Code” usage.

(3) **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

(4) **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.

(5) **Contractor access.** Provide the following:

(a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).

(b) Listing of individuals requiring driver training (for certificated airports and as requested).

(c) Radio communications.

(i) Types of radios and backup capabilities. (ii)

Who will be monitoring radios.

(iii) Whom 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 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.

(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) 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) **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 including:
 - (a) Equipment and methods for maintaining Taxiway Safety Area standards.
 - (b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- (18) **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

Section 2. Plan Requirements

205. Coordination. Airport operators, or tenants conducting construction on their leased properties, should use predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction (see AC 150/5300-9). In addition, the following should be coordinated as required:

- a. Contractor Progress Meetings.** Operational safety should be a standing agenda item for discussion during progress meetings throughout the project.
- b. Scope or Schedule Changes.** Changes in the scope or duration of the project may necessitate revisions to the CSPP and review and approval by the airport operator and the FAA.
- c. FAA ATO Coordination.** Early coordination with FAA ATO is required to schedule airway facility shutdowns and restarts. Relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, 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 213.e(3)(b) for required FAA notification regarding FAA owned NAVAIDs.)

206. 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 such a 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.

a. Phase Elements. For each phase the CSPP should detail:

- Areas closed to aircraft operations

- Duration of closures
- Taxi routes
- ARFF access routes
- Construction staging areas
- Construction access and haul routes
- Impacts to NAVAIDs
- Lighting and marking changes
- Available runway length
- Declared distances (if applicable)
- Required hazard marking and lighting
- Lead times for required notifications

b. Construction Safety Drawings. Drawings specifically indicating operational safety procedures and methods in affected areas (that is, construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should likewise be included in the contract drawing package.

207. 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 Air Traffic Organization (ATO) will support operational simulations. See Chapter 3 for an example of a table showing temporary operations versus current operations.

a. Identification of Affected Areas. Identifying areas and operations affected by the construction will help to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See 206.b above.) Of particular concern are:

- (1) **Closing, or partial closing, of runways, taxiways and aprons.** When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or taking off 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 available for take-off in the direction of the displacement and for landing and taking off in the opposite direction. Misunderstanding this difference, and issuance of a subsequently inaccurate NOTAM, can lead to a hazardous condition.
- (2) **Closing of Aircraft Rescue and Fire Fighting access routes.**
- (3) **Closing of access routes used by airport and airline support vehicles.**
- (4) **Interruption of utilities, including water supplies for fire fighting.**
- (5) **Approach/departure surfaces affected by heights of objects.**
- (6) **Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.**

b. Mitigation of Effects. Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

- (1) **Temporary changes to runway and/or taxi operations.**
- (2) **Detours for ARFF and other airport vehicles.**

- (3) **Maintenance of essential utilities.**
- (4) **Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.**

208. 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 213.e(3) below.) 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 213.b below). 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 213.e(1) below.)

209. 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:

a. 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 218.b below.) 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. See paragraphs 210 and 211 below.

b. Vehicle and Pedestrian Operations. The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, and detail associated training requirements:

(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) **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 213.e(1) below for further information.

(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.

(4) **Marking and lighting of vehicles** in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport.

(5) **Description of proper vehicle operations** on various areas under normal, lost communications, and emergency conditions.

(6) **Required escorts.**

(7) **Training requirements for vehicle drivers** to ensure compliance with the airport operator's vehicle rules and regulations. Specific training should be provided to those vehicle operators providing escorts. See AC 150/5210-20, Ground Vehicle Operations on Airports, for information on training and records maintenance requirements.

(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.

(9) **Two-way radio communication procedures.**

(a) General. The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

(i) Airport operations

(ii) ATCT

(iii) Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.

(iv) 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.

(b) Areas requiring two-way radio communication with the ATCT. Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

(c) 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.

(d) Proper radio usage, including read back requirements.

(e) Proper phraseology, including the International Phonetic Alphabet.

(f) Light gun signals. Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard “Ground Vehicle Guide to Airport Signs and Markings.” This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (See “Signs & Markings Vehicle Dashboard Sticker”.) or obtained from the FAA Airports Regional Office.

(10) Maintenance of the secured area of the airport, including:

(a) 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.

(b) Badging requirements.

(c) 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.

210. Wildlife Management. The CSPP and SPCD must be in accordance with the airport operator’s wildlife hazard management plan, if applicable. See also AC 150/5200-33, Hazardous Wildlife Attractants On or Near Airports, and Certalert 98-05, Grasses Attractive to Hazardous Wildlife. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

a. Trash. Food scraps must be collected from construction personnel activity.

b. Standing Water.

c. Tall Grass and Seeds. Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, Standards for Specifying Construction of Airports, Item T-901, Seeding. Contact the local office of the United States Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

d. Poorly Maintained Fencing and Gates. See 209.b(10)(a) above.

e. 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.

211. 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) may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, Foreign Object Debris (FOD) Management.

212. Hazardous Materials (HAZMAT) Management. Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, Management of Airport Industrial Waste.

213. 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.

a. List of Responsible Representatives/ points of contact for all involved parties, and procedures for contacting each of them, including after hours.

b. NOTAMs. Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, Notices to Airmen (NOTAMs) for Airport Operators, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 207.a(1) above regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

c. Emergency notification procedures for medical, fire fighting, and police response.

d. 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:

- The deactivation and subsequent reactivation of water lines or fire hydrants, or
- The rerouting, blocking and restoration of emergency access routes, or
- The use of hazardous materials on the airfield.

e. Notification to the FAA.

(1) Part 77. Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed

parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix 1, Related Reading Material, to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

(2) **Part 157.** With some exceptions, Title 14 CFR Part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Airports Regional or District Office. See Appendix 1, Related Reading Material to download the form.

(3) **NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDS, contact: 866-432-2622.

(a) **Airport owned/FAA maintained.** If construction operations require a shutdown of more than 24 hours, 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.

(b) **FAA owned.**

(i) **General.** 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. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the airport operator.)

(ii) **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. In addition, provide seven days notice to schedule the actual shutdown.

214. Inspection Requirements.

a. Daily Inspections. Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix 3, Safety and Phasing Plan Checklist. See also AC 150/5200-18, Airport Safety Self-Inspection.

b. 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.

215. 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

216. 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.

217. 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).

218. Runway and Taxiway Visual Aids. 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 remain in place and operational. The CSPP must address the following, as appropriate:

a. General. Airport markings, lighting, signs, and visual NAVAIDS must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

b. Markings. Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings. 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 218.b(1)(b) below.)

(1) Closed Runways and Taxiways.

(a) Permanently Closed Runways. For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place Xs at each end and at 1,000-foot (300 m) intervals.

- (b) **Temporarily Closed Runways.** For runways that have been temporarily closed, place an X at the each end of the runway directly on or as near as practicable to the runway designation numbers. Figure 2-1 illustrates.



Figure 2-1 Markings for a Temporarily Closed Runway

- (c) **Partially Closed Runways and Displaced Thresholds.** When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 207.a(1) above for the difference between partially closed runways and runways with displaced thresholds.
- (i) **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see AC 150/5340-1).
- (ii) **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See AC 150/5340-1.

(d) Taxiways.

(i) Permanently Closed Taxiways. AC 150/5300-13 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. Figure 2-2 illustrates.

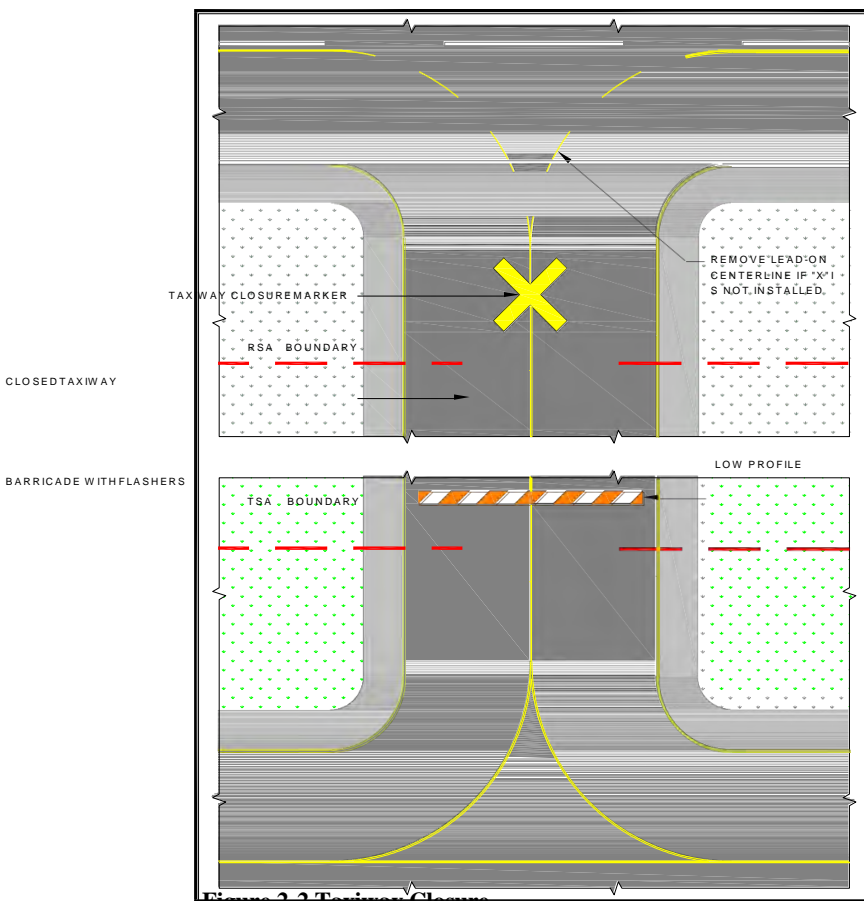


Figure 2-2 Taxiway Closure

(ii) 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, leading to the closed section. 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.

(e) Temporarily Closed Airport. When the airport is closed temporarily, mark all the runways as closed.

- (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.
- (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.
- (4) If it is not possible to install threshold bars, chevrons, and arrows on the pavement, temporary outboard markings may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimension along the runway direction must be the same as if installed on the pavement. The lateral dimension must be at least one-half that of on-pavement markings. 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.
- (5) The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10), but the dimensions must meet the existing standards.
- c. Lighting and Visual NAVAIDs.** This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting must be in conformance with AC 150/5340-30, Design and Installation Details for Airport Visual Aids, and AC 150/5345-50, Specification for Portable Runway and Taxiway Lights. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. 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.
- (1) Permanently Closed Runways and Taxiways.** For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

(2) **Temporarily Closed Runways.** If available, use a lighted X, both at night and during the day, placed at each end of the runway facing the approach. The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-3 shows a lighted X by day. Figure 2-4 shows a lighted X at night.



Figure 2-3 Lighted X in Daytime



Figure 2-4 Lighted X at Night

(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

- (a) 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 fixture in such a way as to prevent light leakage.
 - (b) Displaced Thresholds. Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light in the opposite direction. Centerline lights are blanked out in the direction of approach if the displacement is 700 ft or less. If the displacement is over 700 ft, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds.
 - (c) 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.
 - (d) A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 218.b(1)(c) above. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, Specification for L-853, Runway and Taxiway Retroreflective Markers.
 - (e) Temporary threshold lights and 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 in (7.6 cm) above ground. 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.
 - (f) Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.
 - (g) Reconfigure yellow lenses (caution zone), as necessary. If the runway has centerline lights, reconfigure the red lenses, as necessary, or place the centerline lights out of service.
 - (h) Relocate the visual glide slope indicator (VGSI), such as VASI and 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.
 - (i) Issue a NOTAM to inform pilots of temporary lighting conditions.
- (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 such a way as to prevent light leakage.

d. Signs. To the extent possible, signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems. Any time a sign does not serve its normal function; 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.

219. Marking and Signs for Access Routes. The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, Frangible Connections, which may require modification to size and height guidance in the MUTCD.

220. Hazard Marking, Lighting and Signing.

a. Hazard Marking and Lighting Prevents Pilots from entering areas closed to aircraft, and prevents 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.

b. Equipment.

(1) 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 vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 ft. 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) 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 ft. 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.

(3) Supplement barricades with signs (for example “No Entry,” “No Vehicles”) as necessary.

(4) Air Operations Area – General. Barricades are not permitted in any active safety area. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, 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 in (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 in 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, or 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 in (7.6 cm) above the ground. Figure 2-5 and Figure 2-6 show sample barricades with proper coloring and flags.



Figure 2-5 Interlocking Barricades



Figure 2-6 Low Profile Barricades

(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.

(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.

(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.

221. Protection of Runway and Taxiway Safety Areas. Runway and taxiway safety areas, Obstacle Free zones (OFZ), object free areas (OFA), and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (See paragraph 213.e above.) 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.

a. Runway Safety Area (RSA). A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

(1) **No construction may occur within the existing RSA** while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (see AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published. See AC 150/5300-13 for guidance on the use of declared distances.

(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.

(3) **The CSPP and SPCD must provide procedures** for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

(4) **Excavations.**

(a) Open trenches or excavations are not permitted within the RSA while the runway is open. If possible, backfill trenches before the runway is opened. If the runway must be opened before excavations are backfilled, 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.

(b) 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.

(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.

b. Runway Object Free Area (ROFA). Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

c. Taxiway Safety Area (TSA). A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Construction activities within the TSA are subject to the following conditions:

(1) **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 (see AC 150/5300-13, Table 4-1).

(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.

(3) **The CSPP and SPCD must provide procedures** for ensuring adequate distance for protection from blasting operations.

(4) **Excavations.**

(a) Open trenches or excavations are not permitted within the TSA while the taxiway is open. If possible, backfill trenches before the taxiway is opened. If the taxiway must be opened before excavations are backfilled, 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.

(b) 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.

(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 fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

d. 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.

(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.

(2) **Offset taxiway pavement markings** may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting or reflectors are required.

(3) **Construction activity may be accomplished** without adjusting the width of the taxiway object free area, subject to the following restrictions:

- (a) Appropriate NOTAMs are issued.
- (b) Marking and lighting meeting the provisions of paragraphs 218 and 220 above are implemented.
- (c) Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). In these situations, flaggers must be used to direct construction equipment, and wing walkers will be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers. 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 pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

e. 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.

f. Runway Approach/Departure Areas and Clearways. All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

(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) Caution regarding partial runway closures. When filing a NOTAM for a partial runway closure, clearly state to OCC personnel 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).

(3) Caution regarding 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, 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.

222. Other Limitations on Construction. The CSPP must specify any other limitations on construction, including but not limited to:

a. Prohibitions.

- (1) No use of tall equipment** (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- (2) No use of open flame welding or torches** unless fire safety precautions are provided and the airport operator has approved their use.
- (3) No use of electrical blasting caps** on or within 1,000 ft (300 m) of the airport property.

See AC 150/5370-10.

(4) **No use of flare pots** within the AOA.

b. Restrictions.

(1) **Construction suspension required during specific airport operations.**

(2) **Areas that cannot be worked on simultaneously.**

(3) **Day or night construction restrictions.**

(4) **Seasonal construction restrictions.**

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Chapter 3. Guidelines for Writing a CSPP

301. General Requirements. The CSPP is a standalone document written to correspond with the subjects outlined in Chapter 2, Section 1, paragraph 204. The CSPP is organized by numbered sections corresponding to each subject listed in Chapter 2, Section 1, paragraph 204, and described in detail in Chapter 2, Section 2. Each section number and title in the CSPP matches the corresponding subject outlined in Chapter 2, paragraph 204 (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.

302. 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 Instrument Landing System (ILS) cables during trenching operations could be considered FAA ATO coordination (Section 1. Coordination, paragraph 205.c), an area and operation affected by the construction activity (Section 3. Areas and Operations Affected by the Construction Activity, paragraph 207.a(4)), a protection of a NAVAID (Section 4. Protection of Navigational Aids (NAVAIDs), paragraph 208), or a notification to the FAA of construction activities (Section 9. Notification of Construction Activities, paragraph 210.e(3)(b)). However, it is more specifically an underground utility requirement (Section 11. Underground Utilities, paragraph 215). The procedure for protecting underground ILS cables during trenching operations should therefore be described in Section 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 Section 11: *“ILS cables shall be identified and protected as described in Section 11”* or *“See Section 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.

303. 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.

304. 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.

305. 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.

306. Coordination. Include in this section a detailed description of conferences and meetings both before and during the project. Include appropriate information from AC 150/5300-9. Discuss coordination procedures and schedules for each required FAA ATO airway facility shutdown and restart and all required flight inspections.

307. 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 308 below, as appropriate.

308. 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. Tables and charts such as the following may be helpful in highlighting issues to be addressed.

Table 3-1 Sample Operations Effects

Project	Runway 15-33 Reconstruction	
Phase	Phase II: Reconstruct Runway 15 End	
Scope of Work	Reconstruct 1,000 ft of north end of Runway 15-33 with Portland Cement Concrete (PCC).	
Operational Requirements	Normal (Existing)	Phase II (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 52 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 ARC	C-IV	C-IV
Runway 15 Approach Visibility Minimums	$\frac{3}{4}$ mile	1 mile
Runway 33 Approach Visibility Minimums	$\frac{3}{4}$ mile	1 mile
Runway 15 Declared Distances	TORA: 7,820	TORA: 6,420
	TODA: 7,820	TODA: 6,420
	ASDA: 7,820	ASDA: 6,420
	LDA: 7,820	LDA: 6,420
Runway 33 Declared Distances	TORA: 8,320	TORA: 6,920
	TODA: 8,320	TODA: 6,920
	ASDA: 8,320	ASDA: 6,920
	LDA: 7,820	LDA: 6,420
Runway 15 Approach Procedures	ILS	LOC only
	RNAV	N/A
	VOR	N/A
Runway 33 Approach Procedures	ILS	Visual only
	RNAV	N/A
	VOR	N/A
Runway 15 NAVAIDs	ILS/DME, MALSR, RVR	LOC/DME, PAPI (temp), RVR

Runway 33 NAVAIDs	ILS/DME, MALSF, PAPI, RVR	MALSF, PAPI, RVR
Taxiway G ADG	IV	IV (N/A between T/W H and R/W 15 end)
Taxiway E ADG	IV	IV
ATCT (hours open)	06:00 – 24:00 local	06:00 – 24:00 local
ARFF Index	D	D
Special Conditions	Air National Guard (ANG) military operations	Military operations relocated to alternate ANG Base
	Airline XYZ requires VGSI	Airline XYZ requires VGSI

Complete the following chart for each phase to determine the area that must be protected along the runway edges:

Runway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	RSA Width in Feet Divided by 2*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*See AC 150/5300-13 to complete the chart for a specific runway.

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*	Minimum Distance to Threshold Based on Required Approach Slope*	
_____	_____	_____	_____ ft	_____ ft	_____ : 1
_____	_____	_____	_____ ft	_____ ft	_____ : 1
_____	_____	_____	_____ ft	_____ ft	_____ : 1
_____	_____	_____	_____ ft	_____ ft	_____ : 1

*See AC 150/5300-13 to complete the chart for a specific runway.

309. Navigation Aid (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 306 above 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 314 for the issuance of NOTAMs as required. Include a reference to paragraph 316 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 319. Attach drawings to graphically indicate the affected NAVAIDs and the corresponding critical areas.

310. 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:

a. 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 321 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 311 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 312 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

b. 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 Hazardous Material (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.

c. Two-Way Radio Communications. Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor Common Traffic Advisory Frequencies (CTAF) at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light signals, telephone numbers, others) must be included. All radio frequencies should be identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

d. 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.

311. 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 310 for security (wildlife) fence integrity maintenance as required.

312. Foreign Object Debris (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 315 for inspection requirements as required.

313. Hazardous Materials (HAZMAT) Management. Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Material Safety Data Sheet (MSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be

identified. Include a reference to paragraph 310 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

314. 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. 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 310. 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.

315. Inspection Requirements. Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) 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.

316. 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 314 above for notification of utility owners of accidental utility disruption as required.

317. Penalties. Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, Vehicle/Pedestrian Deviations (VPD), and others.

318. 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 310 above for compliance with airport safety and security measures and for radio communications as required. Include a reference to paragraph 319 below for emergency notification of all involved parties, including police/security, ARFF, and medical services.

319. Runway and Taxiway Visual Aids. Include marking, lighting, signs, and visual NAVAIDS.

Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, Standards for Airport Markings, AC 150/5340-18, Standards for Airport Sign Systems, and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

320. 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 Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

321. 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 314 above. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

322. 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: Airport Design as required. Include a reference to paragraph 310 above for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 310 above for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 321 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 adequate Runway Safety Area, include a reference to paragraphs 314 and 319 above. 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: Airport Design as required. Include a reference to paragraph 323 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.

323. 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 307 above for project phasing requirements based on construction limitations as required.

Appendix 1. Related Reading Material

Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/airports/>.

AC	Title and Description
AC 150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
	Guidance for using the NOTAM System in airport reporting.
AC 150/5200-30	Airport Winter Safety and Operations
	Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
AC 150/5200-33	Hazardous Wildlife Attractants On or Near Airports
	Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
AC 150/5210-5	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.
AC 150/5210-20	Ground Vehicle Operations on Airports
	Guidance to airport operators on developing ground vehicle operation training programs.
AC 150/5300-13	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.
AC 150/5310-24	Airport Foreign Object Debris Management
	Guidance for developing and managing an airport foreign object debris (FOD) program
AC 150/5220-4	Water Supply Systems for Aircraft Fire and Rescue Protection.
	Guidance on selecting a water source and meeting standards for a distribution system to support aircraft rescue and fire fighting service operations on airports.
AC 150/5320-15	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.
AC 150/5340-1	Standards for Airport Markings
	FAA standards for markings used on airport runways, taxiways, and aprons.
AC 150/5340-18	Standards for Airport Sign Systems
	FAA standards for the siting and installation of signs on airport runways and taxiways.
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
	FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.

AC	Title and Description
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
	Guidance and recommendations on the installation of airport visual aids.
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-44	Specification for Runway and Taxiway Signs
	FAA specifications for unlighted and lighted signs for taxiways and runways.
AC 150/5345-53	Airport Lighting Certification Program
	Details on the Airport Lighting Equipment Certification Program (ALECP).
AC 150/5345-50	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.
AC 150/5345-55	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
AC 150/5370-10	Standards for Specifying Construction of Airports
	Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
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

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <http://ecfr.gpoaccess.gov/>.

Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <http://mutcd.fhwa.dot.gov/>.

Appendix 2. Definition of Terms

Term	Definition
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, safe, efficient use, and preservation of the navigable airspace. (See guidance available on the FAA web site at oeaaa.faa.gov .) The form may be downloaded at http://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://oeaaa.faa.gov .
7480-1	Notice Of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at http://www.faa.gov/airports/resources/forms/ .
AC	Advisory Circular
ACRC	Aircraft Reference Code
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. Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or aprons.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
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 the authority of 14 CFR Part 139, Certification of Airports.
CFR	Code of Federal Regulations
Construction	The presence and movement 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.

Term	Definition
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
FOD	Foreign Object Debris
HAZMAT	Hazardous Materials
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.
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13, for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDS that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
P&R	Planning and Requirements Group

Term	Definition
PAPI	Precision Approach Path Indicators
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicators
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
SIDA	Security Identification Display Area
SMS	Safety Management System
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
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See AC 150/5300-13 for guidance on declared distances.
TSA	Taxiway Safety Area Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicators

Term	Definition
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicators (PAPI), visual approach slope indicators (VASI), and pulse light approach slope indicators (PLASI).
VFR	Visual Flight Rules
VOR	VHF Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

Appendix 3. Safety and Phasing Plan Checklist

This appendix is keyed to Section 2. Plan Requirements. 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 as a required submittal.

Coordination	Reference	Addressed			Remarks
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	205	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Operational safety is a standing agenda item for construction progress meetings.	205	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Scheduling of the construction phases is properly addressed.	206	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	207.a	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	207.a(1)	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Access routes used by ARFF vehicles affected by the project are addressed.	207.a(2)	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Access routes used by airport and airline support vehicles affected by the project are addressed.	207.a(3)	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Underground utilities, including water supplies for fire fighting and drainage.	207.a(4)	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Approach/departure surfaces affected by heights of temporary objects are addressed.	207.a(5)	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	207.a	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	
Temporary changes to taxi operations are addressed.	207.b(1)	<div><input type="checkbox"/> Yes</div>	<div><input type="checkbox"/> No</div>	<div><input type="checkbox"/> NA</div>	

Coordination	Reference	Addressed			Remarks
Detours for ARFF and other airport vehicles are identified.	207.b(2)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Maintenance of essential utilities and underground infrastructure is addressed.	207.b(3)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Temporary changes to air traffic control procedures are addressed.	207.b(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
NAVAIDS					
Critical areas for NAVAIDS are depicted on drawings.	208	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	208	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Protection of NAVAID facilities is addressed.	208	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	208	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	208, 213.a, 213.e(3)(a), 218.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Contractor Access					
The CSPP addresses areas to which contractor will have access and how the areas will be accessed.	209	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	209	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The location of stockpiled construction materials is depicted on drawings.	209.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The requirement for stockpiles in the ROFA to be approved by FAA is included.	209.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Requirements for proper stockpiling of materials are included.	209.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	

Coordination	Reference	Addressed			Remarks
Construction site parking is addressed.	209.b(1)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Construction equipment parking is addressed.	209.b(2)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Access and haul roads are addressed.	209.b(3)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
A requirement for marking and lighting of vehicles to comply with AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport, is included.	209.b(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Proper vehicle operations, including requirements for escorts, are described.	209.b(5), 209.b(6)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Training requirements for vehicle drivers are addressed.	209.b(7)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Two-way radio communications procedures are described.	209.b(9)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Maintenance of the secured area of the airport is addressed.	209.b(10)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	210	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	211	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	212	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	213	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	

Coordination	Reference	Addressed			Remarks
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.	213.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
A list of local ATO/Technical Operations personnel is included.	213.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
A list of ATCT managers on duty is included.	213.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
A list of authorized representatives to the OCC is included.	213.b	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	208, 213.b, 218.b(4)(i)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	213.b	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Emergency notification procedures for medical, fire fighting, and police response are addressed.	213.c	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Coordination with ARFF personnel for non-emergency issues is addressed.	213.d	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	213.e	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDS are addressed.	213.e(3)(b)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Inspection Requirements					
Daily inspections by both the airport operator and contractor are specified.	214.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Final inspections at certificated airports are specified when required.	214.b	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	215	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	

Coordination	Reference	Addressed			Remarks
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	216	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	217	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDS					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDS is addressed.	218.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Frangibility of airport markings, lighting, signs, and visual NAVAIDS is specified.	218.a, 218.c, 219, 220.b(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The requirement for markings to be in compliance with AC 150/5340-1, Standards for Airport Markings is specified.	218.b	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The requirement for lighting to conform to AC 150/5340-30, Design and Installation Details for Airport Visual Aids, AC 150/5345-50, Specification for Portable Runway and Taxiway Lights, and AC 150/5345-53 Airport Lighting Certification Program, is specified.	218.b(1)(f)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The use of a lighted X is specified where appropriate.	218.b(1)(b), 218.b(3)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The requirement for signs to conform to AC 150/5345-44, Specification for Runway and Taxiway Signs, AC 50/5340-18, Standards for Airport Sign Systems, and AC 150/5345-53, Airport Lighting Certification Program, is specified.	218.c	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications.	219	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
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.	220.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	

Coordination	Reference	Addressed			Remarks
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	220.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The CSPP considers less obvious construction-related hazards.	220.a	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
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.	220.b(1)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	220.b(1)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Red lights meeting the luminance requirements of the State Highway Department are specified.	220.b(2)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
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 in high.	220.b(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Barricades marked with diagonal, alternating orange and white stripes are specified to indicate construction locations in which no part of an aircraft may enter.	220.b(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	220.b(5)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Markings for temporary closures are specified.	220.b(5)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	220.b(7)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	221.a(1), 221.c(1)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
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.	221.a(2), 221.c(2)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	

Coordination	Reference	Addressed			Remarks
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	221.c(3)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open.	221.a(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	221.a(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	221.a(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Grading and soil erosion control to maintain RSA/TSA standards are addressed.	221.c(5)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	221.b	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	221.c	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	221.d	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
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.	221.e	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Provisions for protection of runway approach/departure areas and clearways are included.	221.f	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	222.a(2)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The CSPP prohibits the use of flare pots within the AOA at any time.	222.a(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	222.a(3)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	

Appendix 4. 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.

Potentially Hazardous Conditions

Item	Action Required	or	None
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.			<input type="checkbox"/>
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.			<input type="checkbox"/>
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.			<input type="checkbox"/>
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.			<input type="checkbox"/>
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.			<input type="checkbox"/>
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 approach zones.			<input type="checkbox"/>
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.			<input type="checkbox"/>
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.			<input type="checkbox"/>

Item	Action Required	or	None
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.			<input type="checkbox"/>
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.			<input type="checkbox"/>
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			<input type="checkbox"/>
Obliterated or faded temporary markings on active operational areas.			<input type="checkbox"/>
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			<input type="checkbox"/>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			<input type="checkbox"/>
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.			<input type="checkbox"/>
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			<input type="checkbox"/>
Lack of radio communications with construction vehicles in airport movement areas.			<input type="checkbox"/>
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.			<input type="checkbox"/>
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.			<input type="checkbox"/>
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.			<input type="checkbox"/>

Item	Action Required	or	None
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).			<input type="checkbox"/>
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.			<input type="checkbox"/>
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.			<input type="checkbox"/>
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.			<input type="checkbox"/>
Site burning, which can cause possible obscuration.			<input type="checkbox"/>
Construction work taking place outside of designated work areas and out of phase.			<input type="checkbox"/>

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